United States Treaties and Other International Agreements

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United States Treaties and Other International Agreements

VOLUME 34

IN FOUR PARTS

Part 2

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The Act approved September 23, 1950, Ch. 1001, § 2, 64 Stat. 979, 1 U.S.C. § 112a, provides in part as follows:

"...United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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REPUBLIC OF KOREA

Prisoner Transfer: War/Civilian Internees

Memorandum of agreement signed at Seoul February 12, 1982;
Entered into force February 12, 1982.

MEMORANDUM OF AGREEMENT ON THE TRANSFER OF PRISONERS OF WAR/CIVILIAN INTERNEES

Whereas, the United States of America (USA) and the Republic of Korea (ROK) are signatories to the 1949 Geneva Conventions for the protection of war victims; [1] and

Whereas, Article 12 of the Convention Relative to the Treatment of Prisoners of War and Article 45 of the Convention Relative to the Protection of Civilian Persons in Time of War indicate that prisoners of war and civilian internees may be transferred among parties to those conventions; and

Whereas, the USA and the ROK have declared their common determination to defend themselves against external armed attack in accordance with the provisions of the Mutual Defense Treaty of 1 October 1953; [2] and considering that, should hostilities recur in Korea, mutual defense would be assisted by transferring enemy prisoners of war and civilian internees (EPW/CI) captured by the armed forces of the USA to the armed forces of the ROK;

Therefore, the military authorities of the USA and the ROK shall observe the following agreement regarding enemy prisoners of war and civilian internees captured by the US armed forces:

1. The armed forces of both parties undertake to treat all enemy prisoners of war and civilian internees in accordance with the provisions of the Geneva Conventions of 1949.

[1] TIAS 3362, 3363, 3364, 3365; 6 UST 3114, 3217, 3316, 3516.
[2] TIAS 3097; 5 UST 2368.

2. The armed forces of the ROK will accept and will be responsible for maintaining and safeguarding EPW/CI whose custody has been transferred to them by the armed forces of the USA.

3. The armed forces of the USA will process and classify EPW/CI prior to transfer. EPW/CI will not be reclassified by the ROK armed forces without the consent of US Armed Forces. However, the armed forces of the USA will give serious consideration to properly justified requests for reclassification.

4. Accurate accountability for all personnel turned over to the armed forces of the ROK shall be the separate responsibility of both the USA and the ROK. The ROK will notify the US side of any change in location, change in physical condition, death or place of burial of US transferred EPW/CI.

5. US liaison officers may be assigned and/or will have access to each internment facility for the purpose of logistic and administrative cooperation and also for the purposes of collecting information on facilities, personnel and records on US transferred EPW/CI and will be permitted to conduct interrogations of such EPW/CI.

6. The ROK shall return to USA control any specified USA captured EPW/CI when requested by the USA.

7. Release or repatriation of any USA transferred EPW/CI shall be made upon mutual agreement by the military authorities of both parties.

8. The USA shall reimburse the ROK upon request for the actual cost involved in maintaining USA captured EPW/CI which were transferred to ROK custody pursuant to this agreement.

9. The USA and the ROK shall promulgate directives implementing this agreement within six months after this agreement is signed by both parties. The directives shall identify specific logistic support and outline transfer procedures as determined by mutual agreement.

10. This agreement, and agreed revisions thereof, shall be in English and Korean. Both texts shall have equal authenticity.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Seoul this 12th day of February 1982.

For the United States of America

JOSEPH T. PALASTRA, JR.
Major General, Chief of Staff
United States Forces Korea

For the Republic of Korea

AHN, PIL JOON
Major General, ACofS, G-1
Republic of Korea Army

전시포로 및 민간인 억류자 이양에 관한 합의각서

대한민국(한국)과 미합중국(미국)은 전시 희생자 보호에 관한 1949년 제네바 협정 서명 국가이며

전시포로의 대우에 관한 제네바 협정 제12조 및 전시 민간인 보호에 관한 제네바 협정 제45조는 동 협정 가맹 당사국간에 전시포로 및 민간인 억류자를 이양 할수 있음이 명시 되어 있으며

한국 및 미국은 1953년 10월 1일 체결한 상호방위조약 규정에 따라 외부 침략으로부터 자주국방을 위한 공동결의를 선언 하였으며 이에 따라 한국에서 전쟁이 재발할 경우 미군측에서 포획한 전시포로 및 민간인 억류자를 한국군에 이양 함으로서 상호 방위에 도움이 될 것이다.

이로서 한국군 및 미군 당국은 미군에 의하여 포획된 전시포로 및 민간인 억류자에 대하여 다음 합의사항을 준수 하여야 한다.

1. 양국군 당국은 1949년 제네바 협정에 따라 전시포로 및 민간인 억류자에 대한 대우를 보장한다.

2. 한국군은 미군측으로 부터 신병이 인계된 전시포로 및 민간인 억류자를 인수하고 관리 유지와 보호에 대하여 책임을 진다.

3. 미군은 전시포로 및 민간인 억류자를 인계하기전 수속 및 분류를 한다. 한국(군)은 미군의 동의 없이는 포로및 민간인 억류자를 재분류하지 않는다. 그러나, 미군은 재분류에 대해 적절하고 정당한 요청에 대하여 긴기한 고려를 한다.

4. 한국군에 인계된 모든 인원에 대하여 한미 양국은 공히 정확한 인원 파악을 별도로 하여야 한다. 한국은 미국이 인계한 포로 및 민간인 억류자의 위치변경, 신체적변화, 사망 및 행방감소에 관하여 미국측에 통보한다.

5. 미국은 한국에 인계한 포로 및 민간인 억류자의 수용을 위하여 사용되고 있는 한국측 시설, 인원 및 기록에 관한 정보를 수집하고 군수 및 행정업무 협조를 위하여 미군 연락관을 각 수용시설에 배치 또 접근 시킬수 있다. 한국은 미국이 이양한 모든 포로 및 민간인 억류자에 대하여 이양 후에도 미군이 실존하는 것을 확인한다.

6. 한국은 미군이 포획한 특정한 포로 및 민간인 억류자를 미국측이 요청시 미국 통제로 재 이양 하여야 한다.

7. 미국측이 이양한 포로 및 민간인 억류자중 석방 또는송환은 양국군 당국이 상호 합의하여 이행 하여야 한다.

8. 미국은 이 협정에 따라 한국에 이양된 미국 포획포로 및 민간인 억류자의 관리유지에 소요된 실제 경비를 요청시 한국측에 상환하여야 한다.

9. 한국및 미국은 본 협정에 조인 한 이후 6개월 이내에 본 협정의 이행을 위한 시행세칙을 발표한다. 이 시행세칙에는 명확한 군수지원 및 이양절차에 대한 일반적인 사항을 상호 협의하여 결정하여 명시하여야 한다.

10. 본 협정 및 개정협정은 한국어 및 영어로 작성한다. 양본은 동등히 정본이다.

이상의 증거로서 하기 서명자는 그들 각자의 정부로부터 정식으로 권한을 위임 받아 본 협정에 서명 하였다.

1982년 2월 12일 서울에서 조인하다.

대한민국을 위하여

대한민국 육군논부
인사참모부장
소장 단 필 준

미 합중국을 위하여

Joseph T. Palastra

주한 미군 사령부
참 모 장
소장 죠셉티, 팔라스트라

MOROCCO

Education: Binational Commission for Educational and Cultural Exchange

Agreement signed at Marrakech February 12, 1982;
Entered into force May 20, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO ESTABLISHING A BINATIONAL COMMISSION FOR EDUCATIONAL AND CULTURAL EXCHANGE

TIAS 10407

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO

--- CONSIDERING THE RESULTS ACHIEVED IN THE FIELD OF EDUCATIONAL AND CULTURAL EXCHANGES BETWEEN THE TWO COUNTRIES UNDER THE CULTURAL AGREEMENT SIGNED AT WASHINGTON, D. C. ON FEBRUARY 10, 1967[1] AND THE VARIOUS EXCHANGES OF DIPLOMATIC NOTES ESTABLISHING A PROVISIONAL COMMISSION ON EDUCATIONAL AND CULTURAL EXCHANGE,[2]

--- DESIRING TO CONTINUE SUCH EXCHANGES AND TO COOPERATE IN THE DEVELOPMENT OF PROGRAMS IN THE FIELD OF EDUCATIONAL AND CULTURAL EXCHANGES THAT WILL PROMOTE THE SPIRIT OF TRADITIONAL FRIENDSHIP UNITING THE PEOPLE OF THE TWO COUNTRIES,

--- HAVE AGREED AS FOLLOWS:

ARTICLE 1:

THERE SHALL BE ESTABLISHED A COMMISSION TO BE KNOWN AS THE MOROCCAN-AMERICAN COMMISSION FOR EDUCATIONAL AND CULTURAL EXCHANGE (HEREINAFTER DESIGNATED "THE COMMISSION") THE PURPOSE OF WHICH IS TO FACILITATE THE ADMINISTRATION OF ACADEMIC AND CULTURAL EXCHANGES FOR AMERICAN AND MOROCCAN CITIZENS.

ARTICLE 2:

THE COMMISSION SHALL BE A LEGAL ENTITY; IT SHALL ENJOY FINANCIAL, MANAGERIAL AND ADMINISTRATIVE AUTONOMY TO ACCOMPLISH THE

[1] TIAS 6215; 18 UST 174.
[2] TIAS 9618, 9904, 10171; 31 UST 506; 32 UST 3563; 33 UST 2074.

PURPOSES OF THE PRESENT AGREEMENT.

ARTICLE 3:

EXCEPT AS PROVIDED IN ARTICLE 11 HEREOF, THE COMMISSION SHALL BE EXEMPT FROM THE DOMESTIC AND LOCAL LAWS OF THE UNITED STATES OF AMERICA AS THEY RELATE TO THE USE AND EXPENDITURE OF CURRENCIES AND CREDITS FOR CURRENCIES AND THE ACQUISITION AND USE OF PROPERTY FOR THE PURPOSES SET FORTH IN THE PRESENT AGREEMENT.

ARTICLE 4:

THE CENTER OF ACTIVITIES OF THE COMMISSION SHALL BE IN RABAT.

ARTICLE 5:

THE GOVERNMENT OF THE KINGDOM OF MOROCCO SHALL GRANT TO THE COMMISSION THE PRIVILEGES, EXEMPTIONS AND IMMUNITIES INCLUDED IN SECTIONS 3, 4, 9 AND 10 OF THE CONVENTION ADOPTED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS, NOVEMBER 21, 1947, ON THE IMMUNITIES AND PRIVILEGES OF SPECIALIZED AGENCIES.[1]

ARTICLE 6:

THE COMMISSION SHALL CONSIST OF TWELVE MEMBERS, SIX OF WHOM SHALL BE CITIZENS OF THE UNITED STATES OF AMERICA AND SIX OF WHOM SHALL BE CITIZENS OF MOROCCO. THE AMERICAN AMBASSADOR TO MOROCCO, OR IN HIS ABSENCE THE CHARGE D'AFFAIRES AD INTERIM (HEREINAFTER DESIGNATED AS "CHIEF OF MISSION"), SHALL APPOINT THE AMERICAN MEMBERS AND MAY TERMINATE THEIR APPOINTMENTS. THE MINISTER OF FOREIGN AFFAIRS OF THE KINGDOM OF MOROCCO, OR HIS REPRESENTATIVE DESIGNATED FOR THAT PURPOSE, SHALL APPOINT THE MOROCCAN MEMBERS AND MAY TERMINATE THEIR APPOINTMENTS.

[1] 33 UNTS 261.

THE MEMBERS OF THE COMMISSION SHALL SERVE UNTIL DECEMBER 31ST OF THE YEAR FOLLOWING THE YEAR OF THEIR APPOINTMENT. THEY SHALL BE ELIGIBLE FOR REAPPOINTMENT. APPOINTMENTS TO VACANT SEATS SHALL BE MADE ACCORDING TO THE PROCEDURES DEFINED IN THE PRECEDING PARAGRAPH.

THE MEMBERS OF THE COMMISSION SHALL SERVE WITHOUT COMPENSATION; HOWEVER, THE COMMISSION MAY AUTHORIZE THE REIMBURSEMENT OF EXPENSES INCURRED BY ITS MEMBERS IN ATTENDING MEETINGS OF THE COMMISSION AND IN PERFORMING OTHER OFFICIAL DUTIES ASSIGNED BY THE COMMISSION.

THE CHIEF OF MISSION AND THE MINISTER OF FOREIGN AFFAIRS OF THE KINGDOM OF MOROCCO SHALL BE HONORARY CHAIRMEN OF THE COMMISSION.

THE COMMISSION SHALL SELECT FROM AMONG ITS MEMBERS A CHAIRMAN WHO SHALL SERVE FOR ONE YEAR AND WHOSE TERM MAY BE RENEWED TWO CONSECUTIVE TIMES. SUCH AN OUTGOING CHAIRMAN CANNOT THEN BE SELECTED AGAIN FOR THE CHAIRMANSHIP BEFORE THE EXPIRATION OF ONE YEAR FOLLOWING HIS THIRD CONSECUTIVE TERM.

ARTICLE 7:

THE COMMISSION SHALL ADOPT SUCH RULES AND APPOINT SUCH COMMITTEES AS IT SHALL DEEM NECESSARY TO CARRY OUT THE RESPONSIBILITIES ENTRUSTED TO IT BY THIS AGREEMENT.

ARTICLE 8:

THE COMMISSION AND ANY OF ITS COMMITTEES MAY MEET IN SUCH PLACES AS THE COMMISSION MAY APPROVE.

ARTICLE 9:

SUBJECT TO THE PROVISIONS OF THE PRESENT AGREEMENT, THE COMMISSION SHALL POSSESS ALL THE POWERS NECESSARY TO CARRY OUT THE PURPOSES OF THIS AGREEMENT, INCLUDING THE FOLLOWING:

1. PLAN, ADOPT AND CARRY OUT PROGRAMS IN ACCORDANCE WITH THE PURPOSES OF THIS AGREEMENT;

2. RECOMMEND TO THE BOARD OF FOREIGN SCHOLARSHIPS OF THE UNITED STATES OF AMERICA THE CANDIDACIES OF STUDENTS, TRAINEES, RESEARCH SCHOLARS AND TEACHERS AT ALL ACADEMIC LEVELS, OF MOROCCAN NATIONALITY, TO PARTICIPATE IN THE PROGRAM ENVISIONED BY THIS AGREEMENT;

3. RECOMMEND TO THE APPROPRIATE MOROCCAN AUTHORITIES THE CANDIDACIES, AND, AS APPROPRIATE, ARRANGE FOR THE PLACEMENT IN MOROCCAN EDUCATIONAL INSTITUTIONS, OF STUDENTS, TRAINEES, RESEARCH SCHOLARS AND TEACHERS AT ALL ACADEMIC LEVELS, CITIZENS AND NATIONALS OF THE UNITED STATES OF AMERICA, AS PRESENTED BY THE AFORESAID BOARD, TO PARTICIPATE IN THE PROGRAM ENVISIONED BY THIS AGREEMENT;

4. RECOMMEND TO THE AFORESAID BOARD SUCH QUALIFICATIONS FOR THE SELECTION OF PARTICIPANTS IN THE PROGRAM AS THE COMMISSION MAY DEEM NECESSARY FOR ACHIEVING THE PURPOSES OF THIS AGREEMENT;

5. APPOINT AN EXECUTIVE SECRETARY AND A DEPUTY-EXECUTIVE SECRETARY FROM AMONG A CANDIDATE OR CANDIDATES NOMINATED BY THEIR RESPECTIVE GOVERNMENTS. THE EXECUTIVE SECRETARY

AND THE DEPUTY-EXECUTIVE SECRETARY MAY RECEIVE COMPENSATION FROM THEIR RESPECTIVE GOVERNMENTS BUT NOT FROM COMMISSION FUNDS. THE COMMISSION SHALL DETERMINE THE DURATION OF THEIR APPOINTMENT AND SHALL EVALUATE THEIR PERFORMANCE;

6. DESIGNATE A TREASURER, OR OTHER PERSON, TO RECEIVE FUNDS, WHICH SHALL BE DEPOSITED IN BANK ACCOUNTS IN THE NAME OF THE COMMISSION; PROVIDED, THAT THE DESIGNATION OF THE TREASURER, OR SUCH OTHER PERSON, AS WELL AS THE CHOICE OF THE BANKS IN WHICH COMMISSION FUNDS WILL BE DEPOSITED, MUST BE APPROVED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO;

7. AUTHORIZE THE TREASURER, OR OTHER PERSON DESIGNATED AS PROVIDED ABOVE, TO DISBURSE FUNDS AND MAKE GRANTS AND ADVANCES OF FUNDS, INCLUDING PAYMENT OF TRANSPORTATION, TUITION, MAINTENANCE AND OTHER EXPENSES AS DETERMINED BY THE COMMISSION;

8. PROVIDE FOR PERIODIC AUDITS OF THE ACCOUNTS OF THE COMMISSION BY AUDITORS APPROVED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO;

9. ACQUIRE, HOLD AND DISPOSE OF PROPERTY IN THE NAME OF THE COMMISSION; PROVIDED, HOWEVER, THAT THE ACQUISITION OF ANY REAL PROPERTY SHALL BE APPROVED IN ADVANCE BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE

GOVERNMENT OF THE KINGDOM OF MOROCCO; AND

10. IN THE ABSENCE OF OBJECTION BY EITHER GOVERNMENT, AND SUBJECT TO SUCH CONDITIONS AS EITHER GOVERNMENT MAY IMPOSE, COOPERATE IN THE ADMINISTRATION AND EXECUTION OF EDUCATIONAL PROGRAMS AND ACTIVITIES THAT FURTHER THE PURPOSES OF THE PRESENT AGREEMENT BUT ARE NOT FINANCED BY THE COMMISSION.

ARTICLE 10:

THE COMMISSION SHALL USE THE FUNDS MADE AVAILABLE TO IT BY THE TWO GOVERNMENTS AS PROVIDED IN ARTICLE 12, SUBJECT TO THE CONDITION SPECIFIED IN ARTICLE 11, FOR THE FOLLOWING PURPOSES:

1. FINANCING STUDIES, RESEARCH, INSTRUCTION AND OTHER EDUCATIONAL ACTIVITIES OF, OR FOR, CITIZENS AND NATIONALS OF THE UNITED STATES OF AMERICA IN SCHOOLS AND INSTITUTIONS OF LEARNING OR RESEARCH LOCATED IN MOROCCO; AND OF, OR FOR, CITIZENS AND NATIONALS OF MOROCCO IN AMERICAN SCHOOLS AND INSTITUTIONS OF LEARNING OR RESEARCH LOCATED IN, OR OUTSIDE OF, THE UNITED STATES OF AMERICA;

2. FINANCING VISITS AND INTERCHANGES BETWEEN THE UNITED STATES OF AMERICA AND MOROCCO OF STUDENTS, TRAINEES, TEACHERS, INSTRUCTORS AND PROFESSORS; AND

3. FINANCING OTHER EDUCATIONAL PROGRAMS AND ACTIVITIES.

ARTICLE 11:

ALL COMMITMENTS, OBLIGATIONS AND EXPENDITURES AUTHORIZED BY THE

COMMISSION SHALL BE MADE PURSUANT TO AN ANNUAL BUDGET DRAWN UP BY THE COMMISSION AND APPROVED BY THE TWO GOVERNMENTS.

ARTICLE 12:

WITHIN THE LIMITS OF FUNDS APPROPRIATED FOR THAT PURPOSE, IN ACCORDANCE WITH THE BUDGETARY LAWS PREVAILING IN EACH OF THE TWO COUNTRIES, THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE KINGDOM OF MOROCCO INTEND TO CONTRIBUTE IN EQUAL SHARES TO THE APPROVED ANNUAL BUDGET OF THE COMMISSION, ACCORDING TO UNDERSTANDINGS TO BE ARRIVED AT BY THE TWO GOVERNMENTS.

THE PRECEDING PROVISION SHALL NOT PREVENT THE GOVERNMENT OF THE UNITED STATES OF AMERICA OR THE GOVERNMENT OF THE KINGDOM OF MOROCCO FROM MAKING AVAILABLE TO THE COMMISSION ANY OTHER FUNDS THAT MAY BE AVAILABLE FOR THE PURPOSES OF THE PRESENT AGREEMENT.

THE PERFORMANCE OF THE PROGRAM FORESEEN IN ARTICLE 10 IS SUBJECT TO THE AVAILABILITY OF FUNDS APPROPRIATED EACH YEAR TO THE GOVERNMENTAL AGENCIES CONCERNED IN ACCORDANCE WITH THE BUDGETARY LAWS PREVAILING IN EACH OF THE TWO COUNTRIES.

AS DIRECTED BY THE TWO GOVERNMENTS, THE COMMISSION SHALL SUCCEED TO ANY ASSETS AND LIABILITIES OF THE PROVISIONAL COMMISSION ON EDUCATIONAL AND CULTURAL EXCHANGE ESTABLISHED BY THE VARIOUS EXCHANGES OF DIPLOMATIC NOTES BETWEEN THE TWO GOVERNMENTS.

ARTICLE 13:

SUBJECT TO AUTHORIZATION BY THE TWO GOVERNMENTS, THE COMMISSION MAY ACCEPT DONATIONS, BEQUESTS AND SPECIAL PROJECT FUNDING.

ARTICLE 14:

THE COMMISSION SHALL SUBMIT EACH YEAR TO THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND TO THE GOVERNMENT OF THE KINGDOM OF MOROCCO A REPORT, ACCEPTABLE AS TO FORM AND CONTENT BY THE TWO GOVERNMENTS, OF ITS ACTIVITIES AND THE USE OF THE FUNDS PLACED AT ITS DISPOSAL.

ARTICLE 15:

THE TWO GOVERNMENTS, AT THE REQUEST OF EITHER, SHALL CONSULT TO DETERMINE MEANS OF OVERCOMING ANY OBSTACLES THAT MIGHT HINDER THE EFFECTIVE ACCOMPLISHMENT OF THE COMMISSION'S PROGRAMS, OR WITH A VIEW TO MODIFYING, BY COMMON ACCORD, THE PROVISIONS OF THE PRESENT AGREEMENT.

ARTICLE 16:

THE PRESENT AGREEMENT MAY BE TERMINATED BY EITHER PARTY BY WRITTEN NOTICE TO THE OTHER OF ITS DESIRE TO TERMINATE THE AGREEMENT, AND SUCH TERMINATION SHALL BECOME EFFECTIVE ON THE NEXT SEPTEMBER 30TH FOLLOWING SUCH NOTICE, OR 90 DAYS FROM THE DATE OF SUCH NOTICE, WHICHEVER OCCURS LATER. ANY GRANT MADE UNDER THIS AGREEMENT, BEFORE THE DATE OF NOTICE OF TERMINATION, SHALL GO INTO EFFECT AND PROCEED ACCORDING TO ITS TERMS UNTIL THE CONCLUSION DATE THEREOF IRRESPECTIVE OF THE TERMINATION OF THIS AGREEMENT. UPON TERMINATION OF THIS AGREEMENT, ALL FUNDS AND PROPERTY OF THE COMMISSION SHALL BECOME THE PROPERTY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, SUBJECT TO SUCH CONDITIONS, LIMITATIONS AND LIABILITIES AS MAY HAVE BEEN IMPOSED THEREON PRIOR TO TERMINATION, AND SHALL BE DIVIDED BETWEEN THEM IN PROPORTION TO

THEIR RESPECTIVE CONTRIBUTIONS TO THE COMMISSION DURING THE PERIOD OF THIS AGREEMENT.

ARTICLE 17:

THE PRESENT AGREEMENT SHALL ENTER INTO FORCE WHEN EACH GOVERNMENT HAS NOTIFIED THE OTHER GOVERNMENT OF THE COMPLETION OF FORMALITIES REQUIRED FOR THE PURPOSE OF THIS AGREEMENT.[1] THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO, ESTABLISHING THE PROVISIONAL COMMISSION ON EDUCATIONAL AND CULTURAL EXCHANGE, WHICH WAS EFFECTED BY THE VARIOUS EXCHANGES OF DIPLOMATIC NOTES, SHALL THEREUPON BE TERMINATED, IF IT SHALL NOT THEN HAVE DONE SO BY ITS OWN TERMS.

ARTICLE 18:

THE PRESENT AGREEMENT IS DRAWN UP IN ENGLISH AND ARABIC, BOTH TEXTS BEING OF EQUAL AUTHENTICITY.

DONE AT MARRAKECH ON THIS 12TH DAY OF FEBRUARY 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ALEXANDER M. HAIG, JR.
SECRETARY OF STATE

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO

M'HAMED BOUCETTA
MINISTER OF STATE IN CHARGE OF FOREIGN AFFAIRS

[1] May 20, 1982.

الفصل 17 :

يجرى العمل بهذا الاتفاق عندما تشعر كلتا الحكومتين الحكومة الاخرى باستيفاء الاجراءات المطلوبة لدخوله حيز التنفيذ ، وينتهي العمل حينئذ بالاتفاق المبرم بمقتضى مختلف المذكرات الدبلوماسية المتبادلة بين حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية والمحدثة بموجبه لجنة موقتة للتبادل التربوى والثقافي ، ان لم يكن اجل الاتفاق المذكور قد انتهى قبل ذلك بحكم ما تتضمنه بنوده .

الفصل 18 :

وضع هذا الاتفاق باللغتين الانجليزية و العربية ، والنصان معا سيان في امكان الاحتجاج بهما .

وابرم بمراكش بتاريخ 12 فبراير 1982 .

عن حكومة الولايات المتحدة الامريكية

الكسندر م . هيك

كاتب الدولة

عن حكومة المملكة المغربية

احمد بوستة

وزير الدولة المكلف بالشؤون الخارجية

الفصل 14 :

ترفع اللجنة كل سنة الى حكومة الولايات المتحدة الامريكية و حكومة المملكة المغربية ، بشأن نشاطاتها ووجوه استعمال المبالغ المالية الموضوعة رهن تصرفها ،تقريرا يستجيب للشروط الشكلية والموضوعية التي تقبلها الحكومتان .

الفصل 15 :

تتشاور الحكومتان ،بطلب من احداهما ، لتحديد الوسائل الكفيلة بتخطي كل عقبة من شأنها ان تعرقل التحقيق الفعال لبرامج اللجنة ، او لتعديل احكام هذا الاتفاق بالتراضي بينهما .

الفصل 16 :

يجوز لكلا الطرفين ان يشعر الطرف الآخر كتابيا برغبته في انهاء العمل بهذا الاتفاق ، ويصبح هذا الانهاء نافذ المفعول في 30 شتنبر الموالي لتاريخ الاشعار او بعد انصرام 90 يوما على تاريخ هذا الاشعار ،باعتبار اطول الاجلين المذكورين .

ويبقى العمل جاريا بالمنح الممولة في اطار هذا الاتفاق قبل تاريخ الاشعار بانهائه وتؤدى المنح المذكورة طبقا لشروطها الى ان تنتهي مدتها دون اعتبار انهاء الاتفاق ، واذا انهي هذا الاتفاق فان اموال اللجنة وممتلكاتها تصير ملكا لحكومة الولايات المتحدة الامريكية و حكومة المملكة المغربية مع مراعاة الشروط و القيود والالتزامات التي تكون قد فرضت قبل انهاء الاتفاق وتقسم الاموال والممتلكات المذكورة بين الحكومتين بنسبة مساهماتهما لصالح اللجنة خلال مدة اجراء العمل بهذا الاتفاق .

2) زيارات وتبادل الطلبة والمتمرنين ورجال التعليم الثانوي والتعليم العالي التي تتم بين الولايات المتحدة والمغرب ،

3) غير ذلك من البرامج والنشاطات المتعلقة بميدان التعليم .

الفصل 11 :

يجب ان تكون التعهدات والالتزامات والنفقات التي تأذن فيها اللجنة مطابقة لما تنص عليه الميزانية السنوية التي تضعها اللجنة وتوافق عليها الحكومتان .

الفصل 12 :

تعزم حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية على المساهمة على السواء في الميزانية السنوية للجنة بعد ان توافق عليها الحكومتان بالتراضي بينهما وذلك في حدود الاعتمادات المفتوحة في ميزانيتيهما لهذه الغاية بمقتضى قوانين الميزانية المعمول بها في كلتا الدولتين .

وليس فيما تنص عليه الفقرة السابقة ما يمنع حكومة الولايات المتحدة الامريكية او حكومة المملكة المغربية من ان تضعا رهن تصرف اللجنة مبالغ مالية اخرى يمكن ان تتوافر لديهما لبلوغ الاهداف التي يرمي اليها هذا الاتفاق .

ويتوقف انجاز البرنامج المنصوص عليه في الفصل 10 على وضع اعتمادات مفتوحة سنويا رهن تصرف الادارات الحكومية المعنية وفق قوانين الميزانية المعمول بها في كلتا الدولتين .

وتتكفل اللجنة ، بناء على تعليمات الحكومتين ،بأصول وخصوم اللجنة الموقتة للتبادل التربوي والثقافي المحدثة بمقتضى مختلف المذكرات الدبلوماسية المتبادلة بين الحكومتين .

الفصل 13 :

يجوز للجنة ، بشرط موافقة الحكومتين ،ان تقبل الهبات والوصايا وكل تمويل يتعلق بمشروع خاص .

6) تعيين امين الصندوق او كل شخص آخر يكلف بتسلم الاموال التي تودع في حسابات بنكية باسم اللجنة ، مع العلم ان تعيين امين الصندوق او كل شخص آخر وكذا اختيار الابناك التي تودع بها الاموال يجب ان تصادق عليها حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية ،

7) الاذن لامين الصندوق او لاى شخص آخر يتم تعيينه وفق ما هو منصوص عليه اعلاه ، في اداء المبالغ وصرف المنح والتسبيقات النقدية ولاسيما التكفل بمصاريف النقل والدراسات والمؤونة وغير ذلك مما تقرره اللجنة .

8) اسناد مهمة القيام بمراجعة دورية لحسابات اللجنة الى خبراء محاسبين تقبلهم حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية ،

9) اقتناء وحيازة الممتلكات والتصرف فيها لحسابها الخاص غير ان اقتناء العقارات يجب ان توافق عليه سلفا حكومة الولايات المتحدة الامريكية وحكومة المملكة المغربية ،

10) المساهمة في تنظيم وتنفيذ برامج ونشاطات متعلقة بميدان التعليم يكون من شأنها ان تساعد على بلوغ الاهداف التي يرمي اليها هذا الاتفاق دون ان تقوم اللجنة بتمويلها ، وذلك بشرط الا تكون المساهمة المذكورة محل اعتراض من احدى الحكومتين وان تتقيد بالشروط التي يحتمل ان تفرضها احدى الحكومتين .

الفصل 10 :

تستعمل اللجنة المبالغ المالية الموضوعة رهن تصرفها من لدن الحكومتين بمقتضى احكام الفصل 12 مع مراعاة ما ينص عليه الفصل 11 ، لتمويل :

1) دراسات وبحوث ودروس وغير ذلك من النشاطات المتعلقة بميدان التعليم التي يتم تنظيمها على يد او لفائدة رعايا ومواطني الولايات المتحدة الامريكية في مدارس ومؤسسات التعليم او البحث الموجودة بالمغرب ،او على يد او لفائدة رعايا ومواطني المغرب في مدارس ومؤسسات التعليم او البحث الامريكية الموجودة بالولايات المتحدة الامريكية او خارجها .

الفصل السابـــع :

تقر اللجنة انظمتها وتقوم بتعيين اللجان الفرعية التى تراهـــا ضروريـة لتقلد المسؤوليات المنوطـة بهـا بمقتضـى هذا الاتفاق .

الفصـل الثامـن :

يجـوز للجنة او احدى لجانها الفرعية ان تجتمـع فى اى مكـــان توافق عليه اللجنـة .

الفصـل التاسـع :

للجنة كامل السلطة الضروريـة مع مراعاة مقتضيات هذا الاتفاق ، لتحقيق اهداف هذا الاتفاق وخصوصـا :

1) اعداد البرامـج المطابقة لاهداف هذا الاتفاق والموافقـــة عليها وتنفيذهـا ،

2) القيام ، لدى مجلس الولايات المتحدة الامريكيـة المكلف بالمنـح الخارجية ، بتزكيـة الترشيحات التـي يقدمهـا مواطنـون مغاربـــة من طلبـة ومتمرنيـن وباحثيـن ومدرسيـن من جميـع الدرجات ، للمشاركة فـي البرنامج المعـد في اطـار هذا الاتفـاق ،

3) القيام لدى السلطات المغربية المختصـة بتزكيـة الترشيحـات المقدمـة من طرف المجلس المشار اليه اعـلاه وعنـد الاقتضـاء باتخـاذ الاجراءات اللازمـة ليقبـل في مؤسسات التعليـم المغربية مواطنـو ورعايـا الولايات المتحدة الامريكيـة من طلبـة ومتمرنيـن وباحثين ومدرسيـن مـن جميع الدرجات للمشاركـة فى البرنامـج المعـد في اطار هذا الاتفـاق ،

4) اشعار المجلس المشار اليه اعـلاه بشروط انتقـاء المشاركيـن في البرنامج لبلوغ الاهداف التي يرمـي اليها هذا الاتفاق ،

5) تعييـن كاتب تنفيذى وكاتب تنفيذى مساعد من بين المرشـح او المرشحين المنتمين لكلتـا الحكومتيـن والمعينيـن من طرفهمـا ، ويمكـن ان يتقاضى الكاتب التنفيذى والكاتب التنفيذى المساعـد اجـرا مـن الحكومة التي ينتميـان اليها وليس من صندوق اللجنـة . تحـدد اللجنـة مدة مهامهمـا وتقيـم طريقـة قيامهمـا بهـا ،

الفصل الرابع :

يكون مقر اللجنة بالرباط .

الفصل الخامس :

تمنح حكومة المملكة المغربية للجنة الامتيازات والاعفاءات والحصانات المنصوص عليها في الفروع 3 و 4 و 9 و 10 من الاتفاقية المتعلقة بحصانات وامتيازات المؤسسات المتخصصة التي وافقت عليها الجمعية العامة لمنظمة الامم المتحدة في 21 نونبر 1947 .

الفصل السادس :

تتألف اللجنة من اثني عشر عضوا ، ستة من رعايا الولايات المتحدة الامريكية وستة من رعايا المغرب ، ويقوم السفير الامريكي بالمغرب او في حالة غيابه ، القائم بالاعمال بالنيابة (المعبر عنه فيما يلي برئيس البعثة) بتعيين الاعضاء الامريكيين ويجوز له ان ينهي انتدابهم ، ويقوم وزير الشؤون الخارجية للمملكة المغربية او ممثله المعين لهذا الغرض ، بتعيين الاعضاء المغاربة ويجوز له ان ينهي انتدابهم .

وينتهي انتداب اعضاء اللجنة في 31 دجنبر من السنة الموالية لسنة تعيينهم ، ويمكن تجديد انتدابهم ، ويتم ملء المقاعد الشاغرة وفق الاجراءات المحددة في الفقرة السابقة .

يباشر اعضاء اللجنة مهامهم بدون مقابل غير انه يجوز للجنة ان تأذن في تعويض المبالغ التي انفقوها لحضور اجتماعات اللجنة او للقيام بمهام رسمية اخرى اسندتها اليهم اللجنة .

يكون رئيس البعثة و وزير الشؤون الخارجية للمملكة المغربية رئيسين شرفيين للجنة .

تختار اللجنة من بين اعضائها رئيسا لمدة سنة ، يجوز ان يجدد انتدابه للرئاسة مرتين متواليتين ، ولا يجوز في هذه الحالة اختيار الرئيس المنصرف مرة اخرى للرئاسة الا بعد مرور سنة على انتهاء رئاسته الثالثة .

ان حكومة الولايات المتحدة الامريكية

و

حكومة المملكة المغربية

اعتبارا للنتائج التي تم الحصول عليها في ميدان التبادل التربوى والثقافي بين البلدين ، طبقا للاتفاق الثقافي الموقع عليه في 10 فبراير 1967 بواشنطن ، مقاطعة كولومبيا ، ولمختلف المذكرات الدبلوماسية المتبادلة بينهما والمحدثة بمقتضاها " لجنة موقتة للتبادل التربوى والثقافي " .

ورغبة منهما في مواصلة هذا التبادل وهذا التعاون فيما بينهما على اعداد برامج في ميدان التبادل التربوى والثقافي قصد تشجيع روح الصداقة التقليدية التي تجمع بين شعبي البلدين ،

اتفقتا على ما يلي :

الفصل الاول :

تحدث لجنة تدعى " اللجنة المغربية الامريكية للتبادل التربوى والثقافي " (يعبر عنها فيما يلي " باللجنة ") ويكون هدفها تيسير تنظيم التبادل الجامعي والثقافي لفائدة رعايا امريكيين ومغاربة .

الفصل الثاني :

تخول اللجنة الشخصية المعنوية وتتمتع بالاستقلال في الميدان المالي ومجال التسيير والادارة لبلوغ الاهداف التي يرمي اليها هذا الاتفاق .

الفصل الثالث :

لا تجرى على اللجنة ، مع مراعاة مقتضيات الفصل 11 من هذا الاتفاق ، احكام التشريع الداخلي والقوانين المحلية للولايات المتحدة الامريكية والتي تتعلق باستعمال وصرف العملات والاعتمادات بالعملة وكذا باقتناء واستعمال الممتلكات في سبيل الاغراض المنصوص عليها في هذا الاتفاق .

اتفـــاق بين حكومة الولايات المتحدة الامريكيـــة
و حكومة المملكـــة المـــغربيـــــــــــة

بشـــأن

احـداث لجنـــة مغربيـــة أمريكيـــــــــــة
للتبـادل الـتـربـوي و الـثقـافـــــي

———o———

PAKISTAN

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Washington March 9 and 11, 1982;
Entered into force March 11, 1982;
Effective January 1, 1982.

76-827 - 88 - 2

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

March - 9, 1982

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with Annexes, done at Geneva on December 20, 1973, and extended by the Protocols adopted on December 14, 1977 and December 22, 1981[1] at Geneva (hereinafter referred to as the Arrangement). I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of Pakistan held in Washington, D.C. from February 16 to February 24, 1982 concerning exports of cotton textiles and textile products from Pakistan to the United States of America. As a result of those discussions and in conformity with Article 4 of the Arrangement, I have the honor to propose the following Agreement relating to trade in cotton textiles and textile products between the Government of the United States of America and the Government of Pakistan:

His Excellency
Lt. General Ejaz Azim,
Ambassador of Pakistan.

[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST 4533.

1. The term of this Agreement shall be the five-year period from January 1, 1982 through December 31, 1986. Each "Agreement Year" shall be the twelve month period from January 1 to December 31 with the first Agreement Year commencing on January 1, 1982 and ending on December 31, 1982.

2. Textiles and textile products covered by this Agreement shall be classified in two groups, as follows:

Group	Definition
I	Yarn, fabric, made-ups and miscellaneous textile products of cotton (Categories 300-320, 360-369)
II	Apparel textile products of cotton (Categories 330-359)

The determination of whether a textile or textile product is of cotton fiber shall be made in accordance with the terms of paragraph 10. The categories referred to in the above definitions of groups are those summarized in Annex A.

3. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this Agreement.

(b) For purposes of this Agreement, and in recognition of the patterns of trade of Pakistan with the United States of America, categories below are merged and treated as single categories as indicated, with Specific Limits as set out in Annex B:

Categories Merged	Designation in Agreement
347, 348	347/348

For purposes of computing charges to the Aggregate Limit and Specific Limits for the categories cited above, rates of conversion for individual categories set out in Annex A shall be applied.

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of Pakistan shall limit annual exports from Pakistan to the United States of America of cotton fiber textiles and textile products to the Aggregate Limit and Specific Limits set out in Annex B, as such Limits may be adjusted in accordance with paragraphs 8 (swing), and 9 (carryover/carryforward). The limits set out in Annex B do not include any adjustments permitted under paragraphs 8 and 9.

5. (a) Within the Aggregate Limit, exports of cotton textiles and textile products in categories without Specific Limits in Group I shall be subject to category Consultation Levels. For categories not given Specific Limits or Designated Consultation Levels as set out in Annex C, the annual Consultation Levels shall be 1,000,000 square yards equivalent for each category in Group I.

(b) In the event the Government of Pakistan wishes to export to the United States of America textile products in excess of the applicable Consultation Levels, the Government of Pakistan shall request the higher levels and the Government of the United States of America shall consider the request sympathetically and shall respond promptly. If, because of problems of market disruption, as defined in Annex A of the "Arrangement", in the United States of America, in a category subject to such request, the United States of America is unable to comply fully, the Government of the United States of America will so inform the Government of Pakistan and will supply data which form the basis for the position taken by the Government of the United States of America. If requested by the Government of Pakistan, the Government of the United States of America will

consult promptly. Until a mutually satisfactory change in the Consultation Level of the category in question is established, shipments shall not exceed the Consultation Level.

6. (a) In the event that the Government of the United States of America believes that imports of cotton apparel products from Pakistan, in any category or categories not covered by Specific Limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Pakistan with a view to easing or avoiding such market disruption. The Government of the United States of America will provide the Government of Pakistan, at the time of the request, with a statement of reasons for its request for consultations which, in the view of the Government of the United States demonstrates:

(1) the existence or the threat of market disruption; and

(2) the role of exports from Pakistan in that disruption.

(b) The Government of Pakistan agrees to consult with the Government of the United States within 30 days of receipt of the request for

consultations. Both sides agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request.

(c) During the 90 day consultation period, the Government of Pakistan agrees to hold its exports to the United States in the category or categories subject to these consultations to a level no greater than 35 percent of the amount entered, as reported in U.S. General Imports statistics, during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made.

(d) If no mutually satisfactory solution is reached during these consultations, the Government of the United States of America may establish a Specific Limit for the category or categories concerned. The amount will not be less than the amount, as reported in U.S. General Imports statistics, entered during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made plus 20 percent.

(e) To facilitate administration, the Specific Limit established under sub-paragraph 6 (d) may be combined with the Limit established by sub-paragraph 6 (c), at the discretion of the United States.

(f) A Specific Limit established under sub-paragraph 6 (d) will be effective for the period beginning on the first day following the conclusion of the consultation period and ending on the last day of the then current Agreement Year. If a Specific Limit is established during an Agreement Year, the Specific Limit and any available swing will be prorated to correspond to the number of months remaining in the existing Agreement Year. Full carryforward will be available. Carryover will not be available in the first Agreement Year following the request for consultations. For the second and each succeeding Agreement Year the Specific Limit established under sub-paragraph 6 (d) will be increased by seven percent annual growth.

(g) The Government of the United States of America may assist the Government of Pakistan in implementing the provisions of this consultation mechanism. Exports in excess of authorized limits for any period, if allowed entry into the United States, will be charged to the applicable Limit for the succeeding period.

7. (a) Exports from Pakistan in excess of authorized limits in any Agreement Year may be denied entry into the United States. Any such shipments denied entry, may be permitted entry

into the United States and charged to the applicable Limit in the succeeding Agreement Year.

(b) Exports from Pakistan in excess of authorized limits in any Agreement Year will, if allowed entry into the United States during that Agreement Year, be charged to the applicable limit in the succeeding Agreement Year.

(c) Any action taken pursuant to sub-paragraph 7 (a) and 7 (b) above, will not prejudice the rights of either side regarding consultations.

8. During any Agreement Year, and within the Aggregate Limit for such Agreement Year, as it may be adjusted pursuant to paragraph 9, the Specific Limits set out in Annex B, and categories converted to Specific Limits pursuant to paragraph 6 (d), may be exceeded by not more than 10 percent if included in Group I and 7 percent if included in Group II (swing).

9. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraph 7, exports may be exceeded by a maximum of 11 percent of the Aggregate Limit or Specific Limit by allocating to such Limit for that Agreement Year an unused portion of the corresponding Limit for the previous Agreement Year ("Carryover") or a portion of the corresponding Limit for the succeeding Agreement Year ("Carryforward") subject to the following conditions:

(i) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's applicable limit;

(ii) Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits;

(iii) Carryforward used shall be charged against the immediately following Agreement Year's corresponding limits; and

(iv) The combination of carryover and carryforward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For purposes of this Agreement, a shortfall occurs when exports of textile or textile products from Pakistan to the United States of America during an Agreement Year are below the Aggregate Limit and any applicable Specific Limit as set forth in Annex B. In the Agreement Year following the shortfall, such exports from Pakistan to the United States of America may be permitted to exceed the Aggregate and Specific Limits, subject to condition of sub-paragraph 9 (a) by carryover of shortfalls in the following manner:

(i) Carryover in any limit shall not exceed the amount of shortfall in either the Aggregate Limit or any applicable Specific Limit.

(ii) In the case of shortfall in a Category subject to a Specific Limit, the shortfall shall be used in the Category in which the shortfall occurred.

(iii) The Aggregate Limit or any applicable Specific Limit in which the shortfall occurred shall be decreased by the amount used to exceed the following Year's limit.

(c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 8. The total adjustment under this paragraph shall be in addition to adjustments to the limits permitted by paragraph 8.

10. The standard to be used in determining whether an article is a cotton textile or textile product is the chief weight and value criteria used by the Government of the United States of America.

11. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

12. (a) The Government of the United States of America shall promptly supply the Government of Pakistan with data on monthly imports of cotton textiles and textile products into the United States of America from Pakistan.

(b) The Government of Pakistan shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles and textile products from Pakistan to the United States of America.

(c) Each Government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other Government.

13. The Government of Pakistan shall use its best efforts to space exports from Pakistan to the United States of America within each Category evenly throughout each Agreement Year, taking into consideration normal seasonal factors.

14. If the Government of Pakistan considers that as a result of limitations specified in this Agreement, it is being placed in an inequitable position in relation to a third country, the Government of Pakistan may request consultations with the United States of America with a view to taking appropriate remedial actions such as reasonable modification of the Agreement. These consultations will begin within 30 days from the date of request, unless mutually agreed otherwise.

15. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton textiles and textile products from Pakistan to the United States. The Government of the United States of America and the Government of Pakistan reserve their rights under the Arrangement with respect to textiles and textile products not subject to this Agreement.

16. The Government of Pakistan shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of Pakistan in implementing the limitation provisions of this Agreement by controlling imports of textiles and textile products covered by this Agreement.

17. Exports of handloom fabrics of the cottage industry, handmade cottage industry products made of such handloomed fabrics, and traditional folklore handicraft textile products, also known as "Pakistan Items", are not within the purview of this Agreement. A list of Pakistan Items with definitions, as identified by representatives of both Governments, is attached to this Agreement as Annex D, and will serve as a basis for implementing this provision of the Agreement. Additional items may be subsequently added to this list by mutual agreement.

18. The export visa system and certification procedure for handmade cottage industry products and Pakistan Items, which has been implemented by previous administrative arrangements, will be continued in force.

19. The Government of the United States of America and the Government of Pakistan agree to consult upon the request of the other on any question arising in the implementation of this Agreement.

20. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time to problems which have been the subject of consultations under this Agreement or its related documents, either Government may, after notification to the other Government, refer such problems to such international organizations to which both Governments are parties which deal with the subject matter of this Agreement.

21. The Government of the United States of America and the Government of Pakistan may at any time propose revisions in the terms of this Agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this Agreement, or taking such other appropriate action as may be mutually agreed upon.

22. The two governments agree to undertake prior to the end of the second Agreement Year, a major review of the Agreement.

23. In conformity with Article 8 of the Arrangement, Pakistan and the United States of America shall cooperate to avoid circumvention of the Agreement.

24. This Agreement will supercede the Agreement relating to trade in cotton textiles which entered into force on January 1, 1978.

25. Either Government may terminate this Agreement, effective at the end of any Agreement Year, by written notice to the other, to be given at least 90 days prior to the end of such Agreement Year.

If the foregoing conforms with the understanding of the Government of Pakistan, this note and Your Excellency's note of confirmation on behalf of the Government of Pakistan shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

William H. Edgar[1]

[1] William H. Edgar.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
300	Cotton carded yarn	4.6	LB.
301	Cotton combed yarn	4.6	LB.
310	Gingham	1.0	SYD
311	Velveteen	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloth	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.e.s.	1.0	SYD
330	Handkerchiefs	1.7	DOZ.
331	Gloves	3.5	DPR.
332	Hosiery	4.6	DPR.
333	Suit-type coats, M and B	36.2	DOZ.
334	Other coats, M and B	41.3	DOZ.
335	Coats, W, G and I	41.3	DOZ.
336	Dresses	45.3	DOZ.

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k. = not Knit

Category	Description	Conversion Factor	Unit of Measure
337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	DOZ.
338	Knit shirts, (incl. T-shirts, other than sweatshirts) M and B	7.2	DOZ.
339	Knit shirts and blouses (incl. T-Shirts, other than sweatshirts) W, G and I	7.2	DOZ.
340	Shirts, n.k.	24.0	DOZ.
341	Blouses, n.k.	14.5	DOZ.
342	Skirts	17.8	DOZ.
345	Sweaters	36.8	DOZ.
347	Trousers, slacks, and shorts (outer) M and B	17.8	DOZ.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	DOZ.
349	Brassieres, etc.	4.8	DOZ.
350	Dressing gowns, incl. bathrobes, beach robes, lounging gowns, house coats, and dusters	51.0	DOZ.
351	Pajamas and other nightwear	52.0	DOZ.
352	Underwear (incl. union suits)	11.0	DOZ.
353	Down and feather-filled coats, jackets and vests, M and B	41.3	DOZ.
354	Down and feather-filled coats, jackets and vests, W, G, and I	41.3	DOZ.
359	Other apparel	4.6	LBS.

Category	Description	Conversion Factor	Unit of Measure
360	Pillowcases	1.1	NO.
361	Sheets	6.2	NO.
362	Bedspreads and Quilts	6.2	NO.
363	Terry and other pile towels	0.5	NO.
369	Other Cotton manufactures	4.6	LB.

Annex B

Specific Limits

	1982	1983	1984	1985	1986
Aggregate	201,201,062	215,285,136	230,355,096	246,479,953	263,733,549
313 syd.	71,916,317	76,950,459	82,336,991	88,100,581	94,267,621
315 syd.	41,995,237	44,934,904	48,080,347	51,445,971	55,047,189
319 syd.	14,107,228	15,094,734	16,151,365	17,281,961	18,491,698
363 nos.	18,840,192	20,159,005	21,570,136	23,080,045	24,695,648
331 dpr.	489,143	523,383	560,020	599,221	641,167
338 doz.	2,142,419	2,292,388	2,452,856	2,624,555	2,808,274
339 doz.	465,743	498,345	533,229	570,555	610,494
340 doz.	100,000	107,000	114,490	122,504	131,080
341 doz.	172,909	185,013	197,964	211,821	226,648
347/8 doz.	225,000	240,750	257,603	275,635	294,929

Annex C

Designated Consultation Levels

317	syd.	6,512,000
320	syd.	8,000,000
369	lbs.	5,869,565

(excluding bar mops, TSUSA No. 366.1855)

Annex D

Definition

"Pakistan items" are those items that are uniquely and historically traditional Pakistani products cut, sewn or otherwise fabricated by hand in the cottage industry. They are limited to the products enumerated below and such other items as may be agreed upon from time to time.

List of Pakistan Items

1. Shisha Embroidered Dresses - A traditional mirror embroidery on plain, printed or striped material, worn by the people of Sind and Baluchistan. Short, medium or long in length according to the areas from which they come.
2. Dastkari Kurta and/or Gharara - A Kurta is a type of halter blouse worn with the Gharara. A Gharara is a traditional form of the pajama worn by ladies of the Moghul courts. Each leg of the Gharara measures about one yard across the bottom opening. Both made of cotton material with multi-colored embroidery and with drawstrings at the top and waist, in the tradition of the Moghul Kings.
3. Multani Kurat - Crochet worked shorts or long tunic worn by the peasants in Panjab. Crocheted work located at the neck and front and has triangular inserts at the armpits.

4. Embroidered Kurta - Type of shirts or loose tunic worn throughout Pakistan over loose trousers. Is embroidered in different colors. Adapted from Angarkha by King Ahmad Shah Abdali. Worn short or long and has triangular inserts at the armpits.
5. Multani Choli - (If in part of set) Fitted blouse worn with either a Lungi (i.e., a scarf) or Sari in Punjab and Sind. Choli is embroidered in different colors or hand printed, tied either in front or back.
6. Killi Kurta - Kurta of heavy fabric with patchworked decorations appliqued by hand, worn by the women of Sind.
7. Burga - Loose tunic or dress with hood attached worn by ladies when going out of the house. Worn as outer covering and often gaily embroidered or hand printed.
8. Quetta Jackets - Loose vest worn over Kurta by men and women. Made either of printed material or of embroidered material with mirrors on plain colors.
9. Ghagra - Ankle length, loose fitting skirt with drawstrings around the waist or hooks worn with either a fitted or loose choli, with traditional colors embroidered or hand printed. Worn in the Tharparkar area of Sind.
10. Batwa - (Drawstring pouches, bags, purses and string bags). Accessories for all Pakistani dresses for carrying betel nuts and other personal things. Gaily printed or hand embroidered or with mirrors, or made with colored string.

11. Shindi Julaba - Very loose ankle length garment in handloom or hand-blocked material with a hood attached, with tie string at V opening in neck and side slits at lower part extending to lower hem. Worn with or without hood in the villages of Sind and can also be embroidered.
12. Izarban - Cotton belt in multi-colored continuous lengths of unwoven threads.
13. Baluchi Kameez - Embroidered top worn by the women of Baluchistan over Shalwar or Turkish trousers. Flared tunic with extra wide sleeves tapering.
14. Cotton Embroidered Kaftan in the traditional embroidery of Multan, Makran, Derz Ghazi Khan and Nuchki. Long, loose fitting dress with embroidery around top and bottom with side slits of about 18 inches to the lower hem.
15. Cholistan Kurta - Colorful striped, heavy, unbleached fabric worn by the camel drivers of the Cholistan Desert with stand up collar band and sleeves made into the body of the garment.
16. Chilaf - Embroidered decorative tublar case open at both ends with drawstring enclosures.
17. Dupatta - (If in part of a set) Long scarf about 4 feet or more long and three feet or more wide of thin cotton fabric with colorful design worn by women to cover the head.
18. Cimmerband - Antique and embroidered wide belts worn around the waist, with heavy mirrored embroidery.

The Pakistani Ambassador to the Secretary of State

AMBASSADOR OF PAKISTAN

EMBASSY OF PAKISTAN
WASHINGTON, D. C.

March 11, 1982

Excellency,

I have the honour to refer to your note of March 9, 1982, proposing an Agreement relating to trade in cotton textiles and textile products between the Government of Pakistan and the Government of the United States of America.

I confirm on behalf of the Government of Pakistan that the proposal contained in your note is acceptable to my government, and that your note and this note in reply constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Ejaz Azim

(Ejaz Azim)

The Honorable
Alexander M. Haig, Jr.
Secretary of State,
Washington D.C.

ICELAND

Scientific and Technical Cooperation in Earth Sciences

Memorandum of understanding signed at Reykjavik and Reston January 28 and April 9, 1982;
Entered into force April 9, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
AND
NATIONAL RESEARCH COUNCIL
(RANNSOKNARAD RIKISINS)
OF
ICELAND (ISLAND)
UNDER THE
MINISTRY OF EDUCATION
(MENNTAMALARAÐUNEYTIÐ)
FOR
SCIENTIFIC AND TECHNICAL COOPERATION IN EARTH SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as USGS), and the National Research Council of Iceland (Rannsoknarad Rikisins), under the Ministry of Education (Menntamalaraduneytid) (hereinafter referred to as RR), have agreed to a mechanism of technical cooperation concerning Earth resources and geological, geophysical, and hydrological phenomena in accordance with the terms contained in this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

Any activity carried out under Annexes to this Memorandum shall be subject to the laws and regulations of each country.

The purpose of this memorandum is to establish a framework for the exchange of technical knowledge and augmentation of technical capabilities of the USGS and RR in the areas of Earth resources and geological, geophysical, and hydrological phenomena. The cooperation may include exchanges of information and expertise, and joint studies of mutual interest in such areas.

The USGS may enlist the participation of other United States entities to support an activity covered by an Annex executed by the Parties under this

Memorandum. Such participation shall be in accordance with existing United States laws, executive orders, regulations and policies.

The RR may, with the consent of the USGS, include the participation of other organizations in Iceland, in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum, may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as geothermal, volcanology, seismology, structural geology and tectonics of a rift zone, glaciology, sea ice, hydrology, geologic hazards, geochemistry, geophysics, astrogeology, petrology and mineralogy, paleomagnetism and magnetism, gravity, aerial and satellite remote sensing, geography, and cartography. All activities are subject to applicable laws, and regulations of the Parties.

ARTICLE III. Sources of Financing

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Rights in Intellectual Property

1. "Intellectual property" shall mean inventions, inventor's certificates, patents, copyrights, technical data, and other information or know-how subject to proprietary interest and protectable under the laws of either country.

2. Except as provided in this Article, all scientific and technical information used in or derived from cooperative activities under this Memorandum shall be freely exchanged between the Parties, and either Party, after consulting with the other Party, may publish such information. If one Party objects to publication for reasons of national security or national interest, or to protect its intellectual property, then such excepted information shall be held confidential by the other Party unless the protected Party gives written permission for its dissemination. Unless the Parties agree to the contrary, nothing developed in the course of cooperative activities shall be subject to copyright protection in the United States.

3. Intellectual property developed prior to or outside of cooperative activities, under this Memorandum, although used in the work or contained in the results of such activities, shall be fully protected in accordance with applicable law of the source country. As to such property owned by one Party and needed for the cooperative activities, each Party agrees only to permit the other Party to use that property in and during those cooperative activities.

4. Intellectual property arising out of cooperative activities shall be allocated as follows:

a) If the work is funded by one Party, that Party shall determine the allocation of all rights to such property except as this Memorandum provides otherwise.

b) If the work is funded jointly, then each Party shall determine the allocation of rights in its own country, except as this Memorandum provides otherwise. The Parties shall agree on the allocation of

rights in third countries.

c) In all cases, each Party shall have the right to use such intellectual property for its governmental purposes. This right to use does not include the right to exploit commercially.

d) Each Party who owns or whose employees or nationals own rights in such intellectual property shall cause to be conveyed to the other Party those rights promised in this Article.

5. The Parties may agree to supplement or to modify this Article as it applies to particular projects. Such changes shall be included in any project annexes.

ARTICLE V. Review of Activities

The parties will designate representatives who, at times mutually agreed by the parties, will review the activities under this Memorandum, prepare progress reports required by the RR and the USGS, and make plans for future activities.

ARTICLE VI. Disclaimer

Information transmitted by one party to the other party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party. The transmitting party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including as appropriate, the details concerning financial

arrangements shall be confirmed in writing between the Parties. Any activity involving other than the exchange of technical information and exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and any other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall govern.

The RR may, with the consent of the USGS, delegate to other Icelandic geoscience organizations noted in Article I of this Memorandum or to other Icelandic organizations, the authority to enter into annexes under this Memorandum.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for eight (8) years, unless extended by mutual agreement. This Memorandum may be terminated at any time by either party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

For the:	For the:
Geological Survey of the U.S. Department of the Interior of United States of America	National Research Council (Rannsoknarad Rikisins) under The Ministry of Education (Mennta-malaraduneyti) of Iceland
By: Dallas L. Peck	By: Vilhjálmur Lúdvíksson
Name: Dallas L. Peck	Name: Vilhjálmur Lúdvíksson
Title: Director, USGS	Title: Director
Date: April 9, 1982	Date: January 28, 1982

EGYPT

Peacekeeping: Sinai Title Transfer

Agreement signed at Umm Khusheib April 22, 1982;
Entered into force April 22, 1982.

AGREEMENT TO TRANSFER TITLE
OF THE UNITED STATES SINAI FIELD MISSION BASE CAMP
AT UMM KHUSHEIB
FROM THE UNITED STATES SINAI SUPPORT MISSION
TO THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

WHEREAS, in accordance with the terms of the Peace Treaty between Egypt and Israel[1] the activities of the United States Sinai Field Mission in the Sinai will terminate during 1982; and

WHEREAS, the United States of America desires to transfer all of its right, title and interest in the Sinai Field Mission base camp at Umm Khusheib in the Sinai;

NOW, THEREFORE, the Government of the United States of America and the Government of the Arab Republic of Egypt agree as follows:

[1] Done at Washington Mar. 26, 1979. *Department of State Bulletin,* May, 1979, p. 3.

1. The Government of the United States of America transfers without reimbursement and the Government of the Arab Republic of Egypt accepts, on an "as-is, where-is" basis, such right, title and interest as the United States may have in the Sinai Field Mission base camp together with related property which in the estimation of the Sinai Support Mission is necessary to transfer the facility in an operable condition.

2. The foregoing transfer of all such right, title and interest in the base camp and related property shall be effective at the time designated in a subsequent formal notification by the United States Sinai Support Mission to the Government of the Arab Republic of Egypt.[1]

3. The Government of the Arab Republic of Egypt agrees that it will take all actions necessary to facilitate the transfer of the base camp and related property which shall include the designating and making available of personnel for instruction and familiarization in operating the physical plant to be transferred. It shall also furnish written acknowledgment of receipt of transfer of the base camp and related property.

4. The Government of the Arab Republic of Egypt shall hold the Government of the United States of America and its agencies and instrumentalities harmless with respect to any claims which may be made by third parties involving the property transferred by this agreement.

[1] May 23, 1982.

Done at the Sinai Field Mission base camp at Umm Khusheib, Egypt, this twenty-second day of April, 1982, in duplicate in the English and Arabic languages. In cases of differences in interpretation, the English language text shall prevail.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Frank E. Maestrone [1]

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT:

Rear Admiral
M. Hamdy [2]
22.4.1982

[1] Frank E. Maestrone.
[2] Rear Admiral M. Hamdy.

٢٢ أبريـــل ١٩٨٢

أتفاقيـــة
لتحويل ملكية معسكر البعثة الميدانية الامريكيـة بأم خشيـــب
من البعثة المعاونة الامريكية بسيـــناء
الـــى
جمهوريـــة مصـــر العربيـــة

حيث أنه وفقا لنصوص معاهدة السلام المصرية / الاسرائيلية فسوف تنتهى البعثة الميدانية الامريكية من أعمالها خلال عام ١٩٨٢ .

حيث أن الولايات المتحدة الامريكية ترغب فى التنازل عن كل حـــق لها أو ملكية أو منفعة فى مقر البعثة الميدانية الامريكية بأم خشيب فى سيناء .

ولذلك يتفق الآن كل من حكومة الولايات المتحدة الامريكية وحكومـــة جمهورية مصر العربية على مايلـــى :-

١ - تتنازل حكومة الولايات المتحدة الامريكية دون تعويض مادى وتقبل حكومة جمهورية مصر العربية على أساس " كما هو - أينما هو " تلك الحقوق والملكية والمنفعة التى قد تكون للولايات المتحدة الامريكية فى مقبـــر البعثة الامريكية بسيناء بالاضافة الى الاملاك المتعلقة بها والتى تكـون فى تقدير البعثة الامريكية المعاونة بسيناء ضرورية للتنازل عن المنشـــأة فى حالة تصلح للعمـــل .

٢ - ان تنازل الولايات المتحدة عن مالها من حق وملكية ومنفعة فى مقـــر البعثة والمنشآت الملحقة بها ، سوف يكون ساريا الفصول فى الموعـــد المحدد من قبل البعثة المعاونة الامريكية بسيناء وفى اخطار لاحـــق الى حكومة مصـــر .

٣ - توافق حكومة جمهورية مصر العربية على أن تتخذ كافة الاجـــراءات الضرورية لتسهيل التنازل عن مقر البعثة والمنشآت الملحقة به والـــتى

ستشمل تعيين وتوفير الافراد للتدريب والمآلفة على تشغيل التجهيزات المتنازل عنها .

وسوف تقدم أيضا اقرار كتابى بأستلام مقر البعثة والابنية الملحقة به .

٤ ـ تحفظ حكومة مصر ، حكومة الولايات المتحدة الامريكية وهيئاتها سالمة من الضرر فيما يخص أى دعوى يتقدم بها طرف ثالث متضمنا العقار المتنازل عنه بموجب هذه الاتفاقية .

تحرر بمقر البعثة الميدانية الامريكية بأم خشيب ـ مصر يوم ٢٢ أبريل سنه ١٩٨٢ باللغتين الانجليزية والعربية . وفى حالة حدوث خلاف حول الترجمة يرجع الى النص الانجليزى .

عن
حكومة جمهورية مصر العربية

Rear Admiral
M. Hamdy
April 22. 1982

عن
حكومة الولايات المتحدة الامريكية

Frank E. Maestrone
April 22, 1982

DENMARK

Defense: Basic Logistical Support

Agreement signed at Vedbaek and Stuttgart-Vaihingen June 1 and 14, 1982;
Entered into force June 14, 1982.

US-DE-01

Mutual Support Agreement

ARTICLE I
INTRODUCTION

The Government of the United States of America represented by the United States European Command and the Government of Denmark represented by the Chief of Defence, Denmark, desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistics cooperation, have resolved to conclude this mutual support agreement.

ARTICLE II
PURPOSE

This agreement is entered into for the purpose of acquisition and transfer of logistic support, supplies and services. It establishes basic terms and conditions for provisions of mutual logistic support, supplies and services as defined in article IV, paragraph 1a of this agreement. On the part of United States it is entered into pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979.[1]

ARTICLE III
APPLICABILITY

1. This agreement applies only to military forces in Europe and adjacent waters, and in the case of United States forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States forces deployed in Europe and adjacent waters.

2. The parties understand that this agreement will not be employed in a manner to serve as a routine source for supplies and services reasonably available from United States commercial sources or acquirable from the United States through foreign military sales procedures under the then current Arms Export Control Act.[2]

ARTICLE IV
DEFINITIONS

1. As used in this agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistics support, supplies, and services. Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and airport and seaport services.

[1] 94 Stat. 1016; 10 U.S.C. § 2321.
[2] 82 Stat. 1320; 22 U.S.C. § 2751.

b. Implementing arrangement. An implementing arrangement is a supplementary agreement related to specific supplies, services, or events, which sets forth the additional details, terms, and conditions which further define and carry out this agreement.

c. Order or requisition. An order or requisition, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this agreement and applicable implementing arrangements.

d. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this agreement and the applicable implementing arrangements.

e. United States European Command component commands. United States Army, Europe (USAREUR); United States Naval Forces Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. Chief of Defence Denmark subordinate commands. Army: Western Land Command, Eastern Land Command, Army Materiel Command Denmark. Navy: Flag Officer Denmark, Naval Materiel Command Denmark. Air Force: Tactical Air Command Denmark, Air Materiel Command Denmark.

g. Europe and adjacent waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty[1] (amended by the protocol on the accession of Greece, Turkey,[2] and the Federal Republic of Germany),[3] excluding North America.

ARTICLE V
BASIC TERMS AND CONDITIONS

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over this paragraph.

2. Pursuant to this agreement, the parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders or requisitions issued and accepted under this agreement and any applicable implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM component commands, and any other organization or agency authorized by USEUCOM, and on the part of Denmark, by the Chief of Defence or his subordinate commands. Whether the transfer is accomplished by orders or requisitions under this agreement alone or in conjunction with implementing arrangements, the documents taken

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.
[2] Done Oct. 17, 1951. TIAS 2390; 3 UST 43.
[3] Signed Oct. 23, 1954. TIAS 3428; 6 UST 5707.

together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in annex A. The parties will endeavor to adopt a standard order form which, when agreed, will become an annex to this agreement without further formalities. Implementing arrangements will generally identify those authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under this agreement or under an implementing arrangement when the implementing arrangement does not state this information. In the case of the United States, these notifications will go directly to and from the USEUCOM component command concerned with a copy to USEUCOM as well. In the case of Denmark, these notifications will go directly to and from Chief of Defence Denmark or the subordinate command involved.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either in cash (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party from its contractors for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party by its contractors for identical items or services, less any amounts excluded by article VI of this agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order or requisition is accepted for identical logistic support, supplies, or services, less any amounts excluded by article VI of this agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging directly or indirectly of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs.

b. Exchange transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with time frames which may not exceed one year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order or requisition, the order or requisition will set forth a maximum limitation of liability for the party ordering or requisitioning the logistic support, supplies, or services. Unless otherwise agreed, the maximum limit of liability will be the ceiling price. The parties will promptly enter into negotiation to establish the final price which will be the lesser of the ceiling price or the price established under reciprocal pricing principles.

5. The invoice will contain an identification of this agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistics support, supplies, or services.

6. The parties agree to grant each other access to records sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE VI
EXCLUDED CHARGES

Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistic support, supplies, and services transferred under this agreement.

ARTICLE VII
INTERPRETATION AND REVISION

1. Any disagreement regarding the interpretation or application of this agreement or concerning logistic support, supplies, or services transferred pursuant to the agreement or transaction, as appropriate, to this agreement will be resolved by consultation between the parties to the agreement or transaction, as appropriate, and will not be referred to an international tribunal or third party for settlement.

2. Either party may, at any time, request revision of this agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VIII
EFFECTIVE DATE AND TERMINATION

1. This agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing.

For the Chief of Defence Denmark		For the United States European Command	
1/6/82	[signature]	14 Jun 82	
Date	Signature	Date	Signature
	J. Philip Rasmussen Rear Admiral Deputy Chief of Staff Logistics		FRANCIS J. TONER Major General, USA Director of Logistics and Security Assistance

ANNEX A
MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support agreement or implementing arrangement, if any.
(2) Date of order.
(3) Country, ministry, department or command to be billed.
(4) Numerical listing of stock numbers of items, if any.
(5) Quantity and description of material and/or services requested.
(6) Quantity furnished.
(7) Unit of measurement.
(8) Unit price.
(9) Quantity furnished (as at 6), multiplied by unit price (as at 8).
(10) Currency of billing country.
(11) Total order amount expressed in currency of billing country.
(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.
(13) Payee to be designated on remittance.
(14) Designation and address of office to which remittance is to be sent.
(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document.
(16) Document number of order or requisition.
(17) Receiving organization.
(18) Issuing organization.
(19) Transaction type (reimbursable/exchange)
(20) Fund citation or certification of availability of funds when applicable under a party's procedures.
(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
(22) Signature, name, and title of authorized acceptance official.
(23) Additional special requirements, if any, such as transportation, packaging, etc.
(24) Limitation of government liability.
(25) Name, signature, date, and title of official of supplying party who actually issues supplies or services.

US-DE-01

BRAZIL

Remote Sensing for Earth Resources

Agreement effected by exchange of notes
Signed at Brasilia April 27 and May 15, 1979;
With memorandum of understanding
Signed at Brasilia March 29, 1979;
Entered into force May 15, 1979.

The American Ambassador to the Brazilian Minister of External Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Brasilia, April 27, 1979

No. 112

Excellency,

I have the honor to refer to the Memorandum of Understanding between the United States National Aeronautics and Space Administration (NASA) and the Brazilian Commission for Space Activities (COBAE) concerning remote sensing dated March 29, 1979. Recognizing the close cooperation that has been built in this area since 1968, I have the further honor to inform Your Excellency that the Government of the United States of America confirms the provisions of the Memorandum of Understanding referred to above.

If the Government of the Federative Republic of Brazil would also confirm the provisions of the Memorandum of Understanding, I propose that my note and your reply to that effect shall constitute an agreement between our two governments regarding this matter which will enter into force on the date of Your Excellency's reply and shall remain in force for four years.

Accept, Excellency, the renewed assurances of my highest consideration.

[1]

His Excellency
Ambassador Ramiro Saraiva Guerreiro
Minister of External Relations
Brasilia, D.F.

[1] Robert M. Sayre.

The Brazilian Minister of Foreign Relations to the American Ambassador

Em 15 de maio de 1979.

URGENTÍSSIMO

DIE/DNU/DCS/DAI/ 35 /670.3(B46)(B13)

Senhor Embaixador,

Tenho a honra de acusar o recebimento da Nota nº 112, de 27 de abril de 1979, de Vossa Excelência, cujo teor em Português é o seguinte:

"Excelência,

Tenho a honra de me referir ao Memorando de Entendimento entre a Administração Nacional para Espaço e Aeronáutica (NASA) e a Comissão Brasileira de Atividades Espaciais (COBAE), concernente a sensoreamento remoto, datado de 29 de março de 1979. Reconhecendo a estreita cooperação implementada nessa área desde 1968, tenho, outrossim, a honra de informar Vossa Excelência de que o Governo dos Estados Unidos da América confirma as disposições do Memorando de Entendimento referido acima.

Caso o Governo da República Federativa do Brasil também confirme o disposto no Memorando de Entendimento, proponho que a minha nota e a sua resposta nesse sentido constituam, no que respeita à matéria, um Acordo entre nossos dois Governos, que entrará em vigor por quatro anos, a partir da data da sua resposta.

A Sua Excelência o Senhor Robert Sayre,
Embaixador Extraordinário e Plenipotenciário dos
Estados Unidos da América.

Aceite, Excelência, os renovados protestos da minha mais alta consideração."

2. Em resposta, comunico a Vossa Excelência que o Governo brasileiro concorda com os termos da Nota acima transcrita, a qual, juntamente com a presente, passará a constituir um Acordo entre nossos dois Governos, a entrar em vigor na data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha alta estima e mui distinta consideração.

Ramiro Saraiva Guerreiro

TRANSLATION

Ministry of Foreign Relations
International Agreements Division
No. 02094
Most Urgent

No. DIE/DNU/DCS/DAI/35/670.3(B46)(B13)

May 15, 1979

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 112 of April 27, 1979, which, translated into Portuguese, reads as follows:

[For the English language text, see p. 1244.]

In reply, I have the honor to inform Your Excellency that the Brazilian Government accepts the terms of the aforementioned note which, together with this note, shall constitute an agreement between our two Governments that shall enter into force on today's date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration and esteem.

Ramiro Saraiva Guerreiro

His Excellency
Robert Sayre,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.

MEMORANDUM OF UNDERSTANDING
BETWEEN
BRAZILIAN COMMISSION FOR SPACE ACTIVITIES (COBAE)
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

The United States National Aeronautics and Space Administration (NASA), which conducts an experimental LANDSAT Earth Resources Satellite Program and, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and the Brazilian Commission for Space Activities (COBAE) which through the Institute for Space Research (INPE) of the Brazilian National Council for Scientific and Technological Development (CNPq) established a station to receive, process, archive and disseminate LANDSAT data, have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions, provides for (A) direct access to NASA's currently operating and future experimental LANDSAT satellites by the CNPq/INPE's ground station and (B) availability to NASA and others of LANDSAT data acquired by this CNPq/INPE station.

1. For their part, COBAE and the operational agency CNPq/INPE will use their best efforts to:

(A) Continue to operate a ground station at Cuiaba and Cachoeira Paulista for the reception, processing, archiving and dissemination of LANDSAT data at their own cost including the cost of the necessary communication links with the NASA LANDSAT Operations Control Center at the Goddard Space Flight Center;

(B) Produce at the Cachoeira Paulista Station LANDSAT computer compatible tapes and image products;

(C) Ensure, in conformance with US LANDSAT data dissemination practices, unrestricted public availability of all LANDSAT data of areas within range of the Cuiaba ground station at a fair and reasonable charge, and in a non-discriminatory manner;

(D) Ensure the provision of processed LANDSAT data (imagery and digital products) to NASA-selected principal investigators whose test sites are within range of the Cuiaba station for the period of coverage envisaged and under the same conditions as NASA applies to them;

(E) Provide to NASA reasonable support requested by NASA in a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should the LANDSAT on-board tape recorders fail;

(F) Provide to NASA and the US EROS Data Center on a monthly, cost-free basis catalog listings of LANDSAT data acquired and data processed by the Cachoeira Paulista Station. These catalog listings will also be made publicly available;

(G) Make available to NASA on request, for US agencies' experimental purposes, on a cost-free basis and in reasonable quantities, copies of LANDSAT data acquired and processed by CNPq/INPE.

2. For its part, NASA will use its best efforts to:

(A) Program LANDSAT-2, LANDSAT-3, and any subsequent experimental LANDSAT type satellites to acquire and transmit data of the area accessible for direct read-out by the Cuiaba Station with a view to ensuring regular coverage of this area commensurate with the LANDSAT repeat cycle. Details of this programming will be subject to mutual agreement by the designated technical representatives of NASA and CNPq/INPE;

(B) Provide the Cuiaba ground station with orbital elements for calculating the antenna pointing angles necessary to acquire the LANDSAT transmitted signal, and for processing the data acquired;

(C) Process, on a time-available basis, as agreed by the designated technical representatives, a limited number of CNPq/INPE data tapes for evaluation and calibration of the Cuiaba Station's performance;

(D) Make available to CNPq/INPE for comparison purposes, a limited number of NASA LANDSAT data tapes covering selected portions of the Cuiaba Station's coverage zone.

3. CNPq/INPE and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with the other. The technical representatives, or their deputies and advisors as mutually agreed, will participate in meetings of the LANDSAT ground station operations working group. This working group, established by NASA, meets every six months and serves as a forum for exchange of technical information among station operators. Supplemental meetings between CNPq/INPE and NASA will be held as mutually agreed.

4. The following additional understandings are confirmed:

(A) CNPq/INPE will take appropriate measures so that any radio frequency problem occurring in relation to LANDSAT data reception by the Cuiaba Station is resolved to the satisfaction of the parties to the Memorandum of Understanding. In this context it is noted that provisions of the International Telecommunications Union's radio regulations require that radio frequencies for future operational LANDSAT type satellites will differ from those currently used for experimental satellites;

(B) It is understood that the NASA LANDSAT program is experimental in character and therefore subject to change in accordance with modifications in technical requirements and opportunities, and that at the date of this Memorandum of Understanding, NASA cannot make a firm commitment regarding the launching of future LANDSAT type satellites. NASA, however, undertakes to keep CNPq/INPE informed in good time

of any modifications to the satellite design or to its plans for the LANDSAT series of satellites which may affect the implementation of this Memorandum of Understanding;

(C) NASA and CNPq/INPE will exchange, upon request, such technical information as may be necessary for the implementation of this Memorandum of Understanding, as is mutually agreed, and is consistent with the export regulations of the two countries;

(D) NASA and CNPq/INPE may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation;

(E) The responsibility for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding;

(F) When the expected coverage of a prospective LANDSAT ground station overlaps with that of the Cuiaba Station, NASA will inform COBAE and will advise the prospective station operator of this COBAE/NASA Memorandum of Understanding which provides for unrestricted public availability of data of areas within range of the Cuiaba Station at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and COBAE to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area;

(G) The US EROS Data Center will include with all responses to requests for LANDSAT data acquired in the Cuiaba Station coverage zone, a statement noting that the Brazilian station should have available more recent and/or more complete data. In the event that the EROS Data Center receives requests for specific information on their holdings, EROS will, in accordance with US Freedom of Information Laws, provide the data and/or information requested;

(H) The ability of COBAE, CNPq/INPE and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds;

(I) Copies of any agreement signed by CNPq/INPE concerning sale of LANDSAT data from the Cuiaba ground station shall be made available to NASA upon request and shall be consistent with the provisions of Paragraph 1 (C) above.

5. In consideration of the costs NASA is bearing for the LANDSAT space segment, CNPq/INPE will pay to NASA the sum of dollars 200,000 per annum. CNPq/INPE will pay this sum in quarterly installments at the end of each quarter. This rate is expected to remain in effect until January 1, 1979 after which NASA may, after consultation with operating agencies, revise the rate and arrangements for cost sharing. Such revised cost sharing arrangements will be applied to all non-US LANDSAT stations on an equitable basis.

6. It is understood that the availability of data under any of the above paragraphs shall not prejudice any rights and obligations of the parties under international law which may be established in the future with respect to remote sensing activities.

7. This Memorandum of Understanding shall enter into force upon an exchange of notes between the governments confirming its provisions and shall continue in force for four years, subject to extension as may be agreed by the parties and their respective governments.

Done at Brasilia, on the 29th day of March, 1979, in two originals, in English and Portuguese, each text being equally authentic.

MEMORANDO DE ENTENDIMENTO ENTRE A COMISSÃO BRASILEIRA DE ATIVIDADES ESPACIAIS (COBAE) E A ADMINISTRAÇÃO NACIONAL DE AERONÁUTICA E ESPAÇO (NASA) DOS ESTADOS UNIDOS DA AMÉRICA

A Administração Nacional de Aeronáutica e Espaço (NASA) dos Estados Unidos da América, que realiza um programa experimental LANDSAT de recursos terrestres e, sob certas condições, provê à recepção direta de dados desses satélites a estações operadas fora dos Estados Unidos da América, e a Comissão Brasileira de Atividades Espaciais (COBAE), que, através do Instituto de Pesquisas Espaciais (INPE), do Conselho Nacional de Desenvolvimento Científico e Tecnológico (CNPq), estabeleceu uma estação para receber, processar, arquivar e disseminar dados LANDSAT, decidiram estabelecer este Memorando de Entendimento que, sujeito aos seguintes termos e condições, prevê: (a) acesso direto aos satélites experimentais LANDSAT da NASA atualmente em operação e aos futuros satélites experimentais LANDSAT pela estação terrestre do CNPq/INPE, e (b) fornecimento à NASA e a outros usuários dos dados LANDSAT adquiridos por essa estação do CNPq/INPE.

1. De sua parte, a COBAE e a agência operacional CNPq/INPE empregarão o melhor de seus esforços para:

   a) Continuar a operar, às suas próprias custas, uma estação terrestre em Cuiabá e Cachoeira Paulista para a recepção, processamento, arquivo e disseminação de dados LANDSAT, incluindo o custo dos canais de comunicação necessários, com o Centro de Controle de Operações LANDSAT da NASA, no Centro Espacial de Goddard.

   b) Produzir, na estação LANDSAT de Cachoeira Paulista, imagens e fitas compatíveis com computador.

   c) Assegurar, em conformidade com as práticas de disseminação de dados LANDSAT dos Estados Unidos, disponibilidade pública irrestrita de todos os dados LANDSAT referentes às áreas localizadas dentro do alcan

alcance da estação terrestre de Cuiabá, a um preço justo e razoável e de uma maneira não discriminatória.

d) Assegurar o fornecimento de dados processados LANDSAT (imagens e produtos digitais) aos Investigadores Principais selecionados pela NASA, cujas áreas de testes estejam dentro do alcance de estação de Cuiabá, para o período de cobertura contemplado e nas mesmas condições a eles oferecidas pela NASA.

e) Prover à NASA, quando por ela solicitado, em caso de emergência do veículo espacial, apoio razoável tal como o fornecimento de duplicatas das fitas da estação ou fitas digitais de alta densidade, na eventualidade de falha dos gravadores de bordo do LANDSAT.

f) Prover à NASA e ao Centro de Dados EROS dos Estados Unidos, mensal e gratuitamente, listagem catalogada dos dados LANDSAT adquiridos e processados pela estação de Cachoeira Paulista. Estas listagens catalogadas deverão também estar disponíveis ao público.

g) Prover à NASA, quando por ela solicitado, o fornecimento gratuito e em quantidades razoáveis, de cópias dos dados LANDSAT adquiridos e processados pelo CNPq/INPE, para finalidades experimentais de Agências, dos Estados Unidos da América.

2. De sua parte, a NASA empregará o melhor de seus esforços para:

a) Programar o LANDSAT-2, LANDSAT-3 e qualquer outro tipo subseqüente de satélites experimentais LANDSAT, para adquirirem e transmitirem dados da área acessível para recepção direta pela estação de Cuiabá, com vistas a assegurar cobertura regular dessa área em conformidade com o ciclo de repetição LANDSAT. Detalhes desse programa estarão sujeitos a acordo mútuo entre os representantes técnicos designados da NASA e do CNPq/INPE.

b) Fornecer à estação terrestre de Cuiabá os elementos orbitais para cálculo dos ângulos de posicionamento da antena necessários para adquirir os sinais transmitidos pelo LANDSAT e para processamento dos dados adquiridos.

c) Processar, dependendo da disponibilidade de tempo e conforme acordado entre os representantes técnicos designados, um número limitado de fitas de dados do CNPq/INPE para avaliação e calibração do desempenho da estação de Cuiabá.

d) Fornecer ao CNPq/INPE, para fins de comparação, um número limitado de fitas de dados LANDSAT da NASA, cobrindo porções selecionadas da zona de cobertura da estação de Cuiabá.

3. O CNPq/INPE e a NASA designarão, cada um, representantes técnicos responsáveis pela coordenação das funções e responsabilidades acordadas por cada Parte. Os representantes técnicos, ou seus substitutos e assessores, conforme mutuamente acordado, participarão das reuniões do Grupo de Trabalho de Operações de Estações Terrestres LANDSAT. Este Grupo de Trabalho, estabelecido pela NASA, se reunirá a cada seis meses e servirá como foro para troca de informações técnicas entre as estações operadoras. Reuniões suplementares entre o CNPq/INPE e a NASA serão realizadas quando mutuamente acordadas.

4. Os seguintes entendimentos adicionais são confirmados:

a) O CNPq/INPE tomará as medidas apropriadas para que qualquer problema de frequência de rádio que venha a ocorrer em relação à recepção de dados LANDSAT pela estação de Cuiabá, seja resolvido de maneira satisfatória para as Partes do Memorando de Entendimento. Neste contexto assinala-se que dispositivos dos Regulamentos de Rádio Transmissão da União Internacional de Telecomunicações exigem que as frequências de rádio para futuros satélites operacionais do tipo LANDSAT diferirão daquelas usadas atualmente para os satélites experimentais.

b) Fica entendido que o programa LANDSAT da NASA possui caráter experimental e está, dessa forma, sujeito a alterações de acordo com modificações quanto a requisitos e oportunidades técnicas e que, na data deste Memorando de Entendimento, a NASA não pode assumir compromisso firme com vistas ao lançamento futuro de satélites do tipo LANDSAT. A NASA, entretanto, compromete-se a manter o CNPq/INPE informado, em tempo hábil, de quaisquer modificações na concepção do satélite ou de seus planos para a série de satélites LANDSAT que possam afetar a implementação deste Memorando de Entendimento.

c) A NASA e o CNPq/INPE trocarão, a pedido de cada Parte, informações técnicas que forem necessárias à implementação deste Memorando de Entendimento, conforme mutuamente acordado e conforme os regulamentos de exportação dos dois países.

d) A NASA e o CNPq/INPE poderão liberar informações ao público com respeito às suas próprias atividades contempladas por este Memorando de Entendimento e, no que toca à participação da outra Parte, após consulta adequada.

e) A responsabilidade pelo controle, bom funcionamento e estado do veículo espacial caberá à NASA, durante a implementação deste Memorando de Entendimento.

f) Quando a cobertura contemplada de uma futura estação terrestre LANDSAT se sobrepuser àquela da estação de Cuiabá, a NASA informará esse fato à COBAE e indicará, ao operador da futura estação, a existência deste Memorando de Entendimento, que prevê a disponibilidade pública irrestrita de dados das áreas dentro do alcance da estação de Cuiabá, a um custo justo e razoável. Se o operador da futura estação resolver prosseguir com os planos para o estabelecimento de uma estação com cobertura substancialmente sobreprosta, a NASA deverá encorajar o operador da futura estação e a COBAE a se consultarem, com vistas a alcançarem um entendimento mutuamente satisfatório, quanto ao atendimento de pedidos para os dados da área com cobertura superposta.

g) O Centro de Dados EROS, dos Estados Unidos da América, incluirá, em todos os atendimentos a pedidos de dados LANDSAT obtidos na área de cobertura da estação de Cuiabá, uma declaração indicando que a estação brasileira deverá ter dados disponíveis mais recentes e/ou mais completos. No caso do Centro de Dados EROS receber pedidos de informações específicas sobre seu acervo, EROS, de acordo com as leis americanas de liberdade de informação, proverá os dados e/ou informações solicitados.

h) A capacidade da COBAE, CNPq/INPE e NASA de desempenharem suas responsabilidades contempladas por este Memorando de Entendimento, está sujeita à disponibilidade de dotações orçamentárias.

i) Cópias de qualquer acordo assinado pelo CNPq/INPE, concernente à venda de dados LANDSAT provenientes da estação de Cuiabá deverão ser fornecidas à NASA, quando solicitadas, e deverão estar conforme o disposto no parágrafo 1 c) acima.

5. Levando em consideração os custos com que a NASA arca para o segmento espacial LANDSAT, o CNPq/INPE pagará à NASA a soma de US$ 200.000 por ano. O CNPq/INPE pagará esta soma em quatro prestações trimestrais, no

no final de cada trimestre. Esta taxa deverá permanecer em vigor até 1º de janeiro de 1979, após o que a NASA poderá, consultadas as agências operadoras, reajustar a quantia e os arranjos para repartição de custos. Tais arranjos revistos da repartição de custos aplicar-se-ão, em base equitativa, a todas as estações LANDSAT não-norte-americanas.

6. Fica entendido que a disponibilidade de dados, contemplada por quaisquer dos parágrafos acima, não prejudicará nenhum direito ou obrigação das Partes, previstos por normas de direito internacional que possam vir a ser estabelecidas futuramente com relação às atividades de sensoreamento remoto.

7. Este Memorando de Entendimento entrará em vigor na data da troca de notas diplomáticas entre o Governo da República Federativa do Brasil e o Governo dos Estados Unidos da América, confirmando seus dispositivos, e continuará em vigor por quatro anos, sujeito a prorrogação, se acordado pelas Partes e endossado pelos respectivos Governos.

Feito em Brasília, aos 29 dias do mês de março de 1979, em dois originais, nos idiomas português e inglês, sendo ambos os textos igualmente autênticos.

PELA COMISSÃO BRASILEIRAS DE ATIVIDADES ESPACIAIS (COBAE)

(José Maria de Andrada Serpa)

PELA ADMINISTRAÇÃO NACIONAL DE AERONÁUTICA E ESPAÇO (NASA):

(Robert Sayre)

BARBADOS

Peace Corps

Agreement effected by exchange of notes
Signed at Bridgetown and Hastings May 10 and June 8, 1982;
Entered into force June 8, 1982.

The American Ambassador to the Barbadian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 120 Bridgetown, May 10, 1982

Excellency:

I have the honor to refer to recent conversations and correspondence between representatives of our two Governments and to propose the official conclusion of the following understandings with respect to the assignment to Barbados of the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of the Barbados Government, will live and work for periods of time in Barbados.

This Agreement supersedes the Agreement entered into by the Government of Barbados and the Consul-General of the United States of America on July 15, 1965. [1]

The Government of the United States will continue to furnish such Peace Corps volunteers as may be requested by the Government of Barbados and approved by the Government of the United States to perform mutually agreed tasks in Barbados. The volunteers will work under the immediate supervision of Governmental or private organizations in Barbados designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform their agreed tasks in the most effective way.

The Honorable
Louis R. Tull, M.P.,
Attorney General and
Minister of Foreign Affairs,
Marine House, Hastings.

[1] Exchange of notes July 15 and Aug. 9, 1965. TIAS 5887; 16 UST 1647.

The Government of Barbados will accord equitable treatment to the volunteers and their property; afford them full aid and protection including treatment no less favorable than that accorded generally to nationals of the United States residing in Barbados, and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Ministry of Foreign Affairs of Barbados shall be periodically informed of the names and addresses of the volunteers and of the programs to which they are assigned.

The Government of Barbados will exempt the volunteers from all taxes on payments which they receive to defray their living costs, and on income from sources outside Barbados, and from customs duties and taxes on their personal property introduced into Barbados within six months of their first arrival, and from all immigration fees and the airport surcharge. The foregoing privileges and exemptions are not extended to volunteers who are citizens or permanent residents of Barbados.

The Government of the United States will provide the volunteers with such limited amounts of equipment and supplies as the two Governments may from time to time agree should be provided to enable the volunteers to perform their tasks effectively. The Government of Barbados will exempt from all taxes and customs duties all equipment and supplies introduced into or acquired in Barbados by the Government of the United States, or any contractor financed by it, for use hereunder.

To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of Barbados will receive a Representative of the Peace Corps, and such staff of the Representative, and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Barbados.

The Government of Barbados will exempt all such persons from all taxes on income derived from their Peace Corps work and from sources outside Barbados and from all immigration fees and the airport surcharge. The Government of Barbados will further accord to these persons exemption from customs duties and taxes on their personal property introduced into Barbados within six months of their first arrival.

The foregoing privileges, immunities and exemptions are not extended to Representatives or staff of the Peace Corps or to personnel of United States private organizations who are citizens or permanent residents of Barbados.

The Ministry of Foreign Affairs of Barbados shall be periodically informed of the names and address of the Representative, staff and private organization personnel attached to the Peace Corps in Barbados.

The Government of Barbados will exempt from investment and deposit requirements and currency controls all funds introduced into Barbados for use hereunder by the United States Government or contractors

financed by it for the operations of the Peace Corps. Such funds shall be convertible into the currency of Barbados at the highest rate which is not unlawful in Barbados. The Central Bank of Barbados shall be informed annually of such transactions or transfers.

Appropriate Representatives of our two Governments may, from time to time, make such arrangements with respect to the Peace Corps Volunteers and the Peace Corps programs in Barbados as appear necessary or desirable for the purpose of implementing this Agreement. The understanding of each Government herein are subject to the availability of funds and to the applicable laws of each Government.

I have the honor to propose that, if these understandings are acceptable to your Government, this Note and your Government's reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's reply, and shall remain in force until ninety days after the date of written notification from either government to the other of intention to terminate it.

Accept, Excellency, the renewed assurances of my highest consideration and personal esteem.

Milan D. Bish [1]

[1] Milan D. Bish.

The Barbadian Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS,
MARINE HOUSE,
BARBADOS.

No. 11/3-12

In replying the above number and date of this letter should be quoted.

Date: June 8, 1982

Excellency,

I have the honour to acknowledge receipt of your Note No.120 dated May 10, 1982 concerning an Agreement relating to the Peace Corps, which reads as follows:-

[For the text of the U.S. note, see pp. 1258-1259.]

In reply, I have the honour to inform Your Excellency, that the Government of Barbados agrees with the terms of your above Note, which together with this Note shall constitute an Agreement between the Governments of Barbados and the United States of America in this matter.

Accept, Excellency, the renewed assurances of my highest consideration and personal esteem.

LOUIS R. TULL
Minister of Foreign Affairs.

His Excellency
Mr. Milan D. Bish
United States Ambassador
Embassy of the U.S.A.
BRIDGETOWN.

SWITZERLAND

Privileges and Immunities: Limitation and Reduction of Strategic Arms Delegation

Agreement effected by exchange of letters
Signed at Bern June 9, 1982;
Entered into force June 9, 1982.

76-827 - 88 - 4

The Swiss Federal Councilor, Federal Department for Foreign Affairs to the American Ambassador

LE CHEF
DU DÉPARTEMENT FÉDÉRAL
DES AFFAIRES ÉTRANGÈRES

Berne, le 9 juin 1982

Madame l'Ambassadeur,

J'ai l'honneur de me référer à votre lettre du 28 mai 1982 par laquelle vous m'avez informé que votre Gouvernement a l'intention d'entamer le 29 juin 1982 à Genève des négociations avec le Gouvernement de l'Union des Républiques Socialistes Soviétiques sur la limitation et la réduction des armes stratégiques.

Je puis vous confirmer que les autorités fédérales, d'entente avec les autorités cantonales genevoises, sont prêtes à faire bénéficier, pendant les négociations susmentionnées, la délégation des Etats-Unis d'Amérique ainsi que les personnes qui la composent, du même statut et des mêmes privilèges et immunités que ceux qui furent accordés à la délégation de votre pays et à la délégation de l'Union des Républiques Socialistes Soviétiques aux pourparlers sur la limitation des armes stratégiques, conformément à l'échange de lettres intervenu le 21 novembre 1972 entre nos deux gouvernements.

Je vous propose que la présente lettre ainsi que votre réponse tiennent lieu d'accord entre nos deux gouvernements.

Veuillez agréer, Madame l'Ambassadeur, l'assurance de ma haute considération.

Pierre Aubert

Son Excellence
Madame Faith Ryan Whittlesey
Ambassadeur
des Etats-Unis d'Amérique
93, Jubiläumsstrasse

3005 B e r n e

The American Ambassador to the Swiss Federal Councilor, Federal Department for Foreign Affairs

Bern, June 9, 1982

Excellency:

I have the honor to acknowledge receipt of Your Excellency's letter of June 9, 1982, the text of which is as follows, in translation:

> "I have the honor to refer to yourletter of May 28, 1982 [1] in which you informed me that your government intends to begin negotiations in Geneva on June 29, 1982, with the government of the Union of Soviet Socialist Republics on the limitation and reduction of strategic arms.
>
> "I can confirm to you that the federal authorities, in coordination with the Geneva cantonal authorities, are prepared to accord during the above-mentioned talks, to the delegation of the United States of America and to those who compose this delegation, the same status and the same privileges and immunities as those which were accorded to the delegation of your country and to the delegation of the Union of Soviet Socialist Republics during the talks on strategic arms limitations, in conformity with the exchange of letters dated November 21, 1972 [2] between our two governments.

His Excellency
Federal Councilor Pierre Aubert
Federal Department for Foreign Affairs
Bundeshaus West
Bern

[1] Not printed.
[2] Exchange of notes Nov. 21 and 22, 1972. TIAS 7523; 23 UST 3736.

"I propose that the present letter, along with your response, represents an agreement between our two governments.

"Please accept, Madame Ambassador, the assurance of my highest consideration."

In reply, I am pleased to inform you that my Government finds the foregoing acceptable and agrees that your letter and this my reply shall constitute an agreement between the Swiss Confederation and the United States of America.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Sincerely,

Faith Ryan Whittlesey

Faith Ryan Whittlesey
Ambassador

SOUTH AFRICA

Navigation: OMEGA Navigation Facility

Agreement signed at Pretoria and Washington May 17 and June 4, 1982;
Entered into force June 4, 1982.

Agreement Between the United States Coast Guard and CSIR for the Establishment and Operation of an OMEGA Navigation System Monitoring Facility

1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the United States Coast Guard ("the Coast Guard") and SA Council for Scientific & Industrial Research (CSIR) shall cooperate in the establishment and operation of an OMEGA Navigation System Monitoring Facility in Pretoria, South Africa.

2. SITE SELECTION

CSIR will select a site for the OMEGA monitoring facilities at, or in the vicinity of Scientia Pretoria. Location of the antenna and equipment at the selected site will be the responsibility of CSIR with the concurrence of the Coast Guard.

3. RESPONSIBLE COAST GUARD ORGANIZATION

Responsibilities of the Coast Guard under this Agreement shall be carried out by the OMEGA Navigation System Operations Detail (hereinafter referred to as ONSOD), or such other Coast Guard organizations as the Coast Guard may designate.

4. RESPONSIBLE CO-OPERATIVE ORGANIZATION

Responsibilities of CSIR under this Agreement shall be carried out by National Physical Research Laboratory (NPRL).

5. OMEGA MONITORING ELECTRONIC EQUIPMENT

The Coast Guard will: (a) Furnish all electronic equipment necessary to maintain and operate the OMEGA monitoring facility, including all required magnetic cassette recording tapes; (b) retain title to all equipment and parts; (c) ship the equipment and parts

to the site provided and bear all shipping costs; (d) provide technical assistance and supervise the installation of the receiver, recording device and whip antenna and train associated personnel; (e) repair any equipment modules requiring major repair. Such components will be returned to the Coast Guard at its expense when repair is required. Components may be replaced by CSIR.

The Coast Guard reserves the right to substitute new equipment, which will ease the data collection process, for equipment originally installed. The Coast Guard will provide 30 days' advance notice of such substitutions.

6. SYSTEM OPERATION

The CSIR will:

a. Provide qualified technical personnel necessary to maintain and operate the OMEGA monitoring equipment.

b. Provide minor on-site routine servicing, including changing magnetic cassette tapes at proper intervals and forwarding the tapes to the Coast Guard not less frequently than monthly.

c. Request replacement components for repair of defective equipment. Coast Guard personnel may visit the monitoring facilities during the installation stage and may thereafter visit the facilities for operational, maintenance, training and liaison purposes. CSIR personnel may similarly visit Coast Guard facilities for familiarization, training or liaison as required.

7. FINANCING

Expenses incident to the operation of the monitoring facility equipment, including labor costs, installation of the antenna systems & electrical power will be borne by CSIR.

The Coast Guard will fund the maintenance of returned modules.

All obligations of the Coast Guard under this Agreement shall be subject to the availability of appropriated funds.

8. TECHNICAL CHARACTERISTICS AND SITE REQUIREMENTS

The U.S.C.G. supplied OMEGA monitoring equipment will have the following characteristics:

a. Equipment
   Magnavox MX-1104 OMEGA Monitor Receiver
      Weight: 75 lbs.
      Dimensions: 15″×15″×15″
   MFE Automatic Magnetic Cassette Tape Device
      Weight: 10 lbs.
      Dimensions: 10″×10″×8″
   Eight Foot Long Whip Antenna
      Antenna Coupler
      Antenna Cable
      Calibration Cable

b. Power Requirements
   100-117/220-240 VAC

50–60Hz
100 Watts, 1 AMP

c. Environment Requirements
Temperature: 10 C to 50 C
Humidity: Less than 90%

d. Operation Training: Two to three days at installation time

e. Operator Attention: Several minutes per day

f. General: The receiver and recorder may be either 19-inch rack mounted or placed on a table, depending on what space is available. The receiver is fully automated, requiring only initial setting of desired parameters, a daily check to insure that the receiver is operating properly, replacement and mailing to ONSOD of the magnetic tape cassettes on a monthly basis, and replacement of non-functioning modules in the event of a receiver failure. The facility must provide an essentially continuous electrical power supply. Its electrical environment must exclude spurious emissions that will interfere with signal reception, including emissions from arcing of power transformers, welding equipment, heavy machinery, and overhead trolley power lines. The equipment shall not be exposed to temperatures in excess of 50°C and/or high humidity (above 90% for extended periods).

9. OWNERSHIP AND DISPOSITION OF EQUIPMENT

The Coast Guard shall retain ownership of all equipment it provides in connection with the stations. The Coast Guard shall have the right to remove or dispose of all such property on termination of this agreement, or, to the extent it is no longer required for the operation of the stations, at other times. All shipping costs incurred in the removal of the equipment will be borne by the Coast Guard.

10. CUSTOMS AND IMMIGRATION

CSIR shall take appropriate measures to secure exemptions from surcharges, customs, duties and taxes on all equipment, parts and materials supplied by ONSOD and imported by CSIR for the OMEGA monitor receiver equipment, and to facilitate reasonable entry and exit of U.S. Coast Guard authorized personnel to assist in establishing and maintaining the monitor receiver facility.

11. CLAIMS

Each party shall be liable for damage to property or injury to persons only when such damages arise directly from its activities or the activities of its personnel. No liability for any damage to property or injury to persons shall result solely by virtue of the fact that title to equipment or materials is vested in either agency.

12. TIME SCHEDULE AND TERM OF THE AGREEMENT

For planning purposes, the OMEGA monitoring station at CSIR will be emplaced by a date to be agreed.

This agreement shall be in force upon signature and shall remain in force for two years. Thereafter it shall be renewed automatically for additional periods of two years unless either Party gives six months written notice to the other Party of its intention to terminate.

13. SECURITY

CSIR shall take reasonable measures to protect the OMEGA monitoring installation from vandalism and the entry into the installation site of unauthorized personnel.

14. INFORMATION

The scientific, technical performance and evaluation information derived by the appropriate authorities of each Party pursuant to this Agreement will be made available to the appropriate authorities of the other Party.

W. K. May
Commander, U.S. Coast Guard
Commanding Officer,
OMEGA Navigation System Operations Detail
[WASHINGTON 4 JUNE 1982]

C. F. GARBERS
Dr. C. F. Garbers:
President, CSIR
[PRETORIA 17 MAY 1982]

TRINIDAD and TOBAGO

Judicial Assistance: Criminal Investigations

Agreement signed at Washington June 7, 1982;
Entered into force June 7, 1982.

AGREEMENT ON PROCEDURES FOR MUTUAL ASSISTANCE
BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE
AND THE MINISTRY OF LEGAL AFFAIRS OF TRINIDAD AND TOBAGO
IN CONNECTION WITH MATTERS RELATING TO THE
INVESTIGATION DESIGNATED AS MA-106

The United States Department of Justice and the Ministry of Legal Affairs of Trinidad and Tobago, hereinafter referred to as "the parties", confirm the following procedures in regard to mutual assistance to be rendered to agencies with law enforcement responsibilities in their respective countries with respect to alleged illicit acts pertaining to the sales or service activities of the entities and individuals which are the subjects of the investigation mutually designated as MA-106.

1. All requests for assistance shall be communicated directly between the parties.

2. Upon request, the parties shall use their best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence or other materials, available to them concerning alleged illicit acts pertaining to the sales or service activities of the entities and individuals which are the subjects of the investigation mutually designated as MA-106.

3. Such information shall be used exclusively for purposes of investigation conducted by agencies with law enforcement responsibilities and in ensuing criminal, civil and administrative proceedings, hereinafter referred to as "legal proceedings".

4. Except as provided in paragraph 5, all such information made available by the parties pursuant to these procedures, and all correspondence between the parties relating to such information and to the implementation of these procedures, shall be kept confidential and shall not be disclosed to third parties or to government agencies having no law enforcement responsibilities. Disclosure to other agencies having law

enforcement responsibilities shall be conditioned on the recipient agency's acceptance of the terms set forth herein.

In the event of breach of confidentiality the other party may discontinue cooperation under these procedures.

5. Information made available pursuant to these procedures may be used freely in ensuing legal proceedings in the requesting state in which an agency having law enforcement responsibilities is a party, and the parties shall use their best efforts to furnish the information for purposes of such legal proceedings in such form as to render it admissible pursuant to the rules of evidence in existence in the requesting state, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

6. The parties shall give advance notice and afford an opportunity for consultation prior to the use, within the meaning of paragraph 5, of any information made available pursuant to these procedures.

7. Upon request, a requested party shall render, in accordance with the practice and procedure of the requested state, assistance to the law enforcement agencies of the requesting state, such as locating witnesses, interviewing of witnesses, taking testimony or statements or the production of documents or other materials. Representatives of the requesting state may participate in the execution of the request if the competent authority of the requested state consents.

The requesting party shall not pursue its request for an interview or for the production of documents and other materials if the requested party considers that it would interfere with an ongoing investigation or proceeding being conducted by the authorities of the requested state.

8. The parties shall use their best efforts to assist in the expeditious execution of letters rogatory issued by the judicial authorities in connection with any legal proceedings which may ensue in their respective countries.

9. The assistance to be rendered to a requesting state shall not be required to extend to such acts as might result in the immunization of any person from prosecution in the requested state.

10. All assistance by a requested state will be performed subject to all limitations imposed by its domestic law. Execution of a request for assistance may be postponed, denied, or made subject to conditions to be agreed upon, if execution would interfere with an ongoing investigation or legal proceeding in the requested state.

11. Nothing contained herein shall limit the rights of the parties to utilize for any purpose information obtained independently of these procedures.

12. The mutual assistance to be rendered by the parties pursuant to these procedures is designed solely for the benefit of their respective agencies having law enforcement responsibilities, and is not intended to benefit third parties or to affect the admissibility of evidence under the laws of either the United States or Trinidad and Tobago.

13. This Agreement shall enter into force on the date of signature by both parties.

DONE at Washington, D.C. this 7 day of June, 1982.

For the Ministry of Legal Affairs of Trinidad and Tobago:

S. RUSSELL MARTINEAU
Minister of Legal Affairs
Government of Trinidad and Tobago

For the United States Department of Justice:

D. LOWELL JENSEN
Assistant Attorney General
Criminal Division

PHILIPPINES

Double Taxation: Taxes on Income

Convention signed at Manila October 1, 1976;
With exchange of notes signed at Washington November 24, 1976;
Transmitted by the President of the United States of America to the Senate January 19, 1977 (S. Ex. C, 95th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations December 4, 1981 (S. Ex. Rept. No. 97-39, 97th Cong., 1st Sess.);
Advice and consent to ratification by the Senate, with reservations and understandings, December 16, 1981;
Ratified by the President, subject to said reservations and understandings, January 20, 1982;
Ratified by the Philippines September 1, 1982;
Ratifications exchanged at Washington September 16, 1982;
Proclaimed by the President October 4, 1982;
Entered into force October 16, 1982.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the Republic of the Philippines with Respect to Taxes on Income was signed at Manila on October 1, 1976, and an exchange of notes interpreting Article 23(2) of the Convention was signed at Washington on November 24, 1976, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1981, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention and interpretative notes, subject to the following:

(1) reservation that, notwithstanding the provisions of Article 14 relating to capital gains, both the United States and the Philippines may tax gain from the disposition of an interest in a corporation if its assets consist principally of a real property interest located in that country. Likewise, both countries may tax gain from the disposition of an interest in a partnership, trust or estate to the extent the gain is attributable to a real property interest in one of the countries. The term "real prop-

erty interest" is to have the meaning it has under the law of the country in which the underlying real property is located;

(2) reservation that, notwithstanding the provisions of paragraph (2) of Article 9 of the Convention, the tax imposed on profits derived by a resident of one of the Contracting States from sources within the other Contracting State from the operation of aircraft in international traffic may be as much as, but shall not exceed, the lesser of one and one-half percent of the gross revenue derived from sources within that State, and the lowest rate of Philippine tax that may be imposed on profits of the same kind derived under similar circumstances by a resident of a third State;

(3) understanding that under Article 9 and paragraph (6) of Article 11 of the Convention, the Philippines may not impose on the earnings of a corporation attributable to a permanent establishment in the Philippines, which earnings are described in Article 9 of the Convention, a tax in addition to the tax which would be chargeable on the earnings of a Philippine corporation; and

(4) understanding that appropriate Congressional committees and the General Accounting Office shall be afforded access to the information exchanged under this Convention where such access to the information exchanged is necessary to carry out their oversight responsibilities, subject only to the limitations and procedures of the Internal Revenue Code.

The Convention, together with the interpretative notes, was ratified, subject to the aforesaid reservations and understandings by the President of the United States of America on January 20, 1982, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of the Philippines;

The instruments of ratification of the Convention and interpretative notes were exchanged at Washington on September 16, 1982, and accordingly the Convention enters into force on October 16, 1982, effective as specified in Article 29 of the Convention;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention and interpretative notes to the end that they be observed and fulfilled with good faith on and after October 16, 1982, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fourth day of October in the year of our Lord one thousand nine hundred eighty-two and of the Independence of the United States of America the two hundred seventh.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ,
Secretary of State

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES WITH RESPECT TO TAXES ON INCOME

The Government of the United States of America and the Government of the Republic of the Philippines, desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, have agreed as follows:

Article 1

TAXES COVERED

(1) The taxes which are the subject of this Convention are:

(a) In the case of the United States, the Federal income taxes imposed by the Internal Revenue Code [1] (but not including the tax on improperly accumulated earnings or the personal holding company tax), and

(b) In the case of the Philippines, the income tax imposed by Title II of the National Internal Revenue Code (but not including the tax on improperly accumulated earnings or the personal holding company tax).

(2) This Convention shall also apply to taxes substantially similar to those covered by paragraph (1) which are imposed in addition to, or in place of, existing taxes after the date of signature of this Convention.

(3) The competent authorities of the Contracting States shall notify each other of any amendments of the tax laws referred to in paragraph (1) or (2) and of the adoption of any taxes referred to in paragraph (2) by transmitting the texts of any amendments or new statutes at least once a year.

[1] 68A Stat. 3; 26 U.S.C. §§ 1-8023.

(4) The competent authorities of the Contracting States shall notify each other of the publication by their respective Contracting States of any material concerning the application of this Convention, whether in the form of regulations, rulings, or judicial decisions by transmitting the texts of any such material at least once a year.

Article 2

GENERAL DEFINITIONS

(1) In this Convention, unless the context otherwise requires:

(a) (i) The term "United States" means the United States of America; and

(ii) When used in a geographical sense, the term "United States" means the states thereof and the District of Columbia.

(b) (i) The term "Philippines" means the Republic of the Philippines; and

(ii) When used in a geographical sense, the term "Philippines" means the territory comprising the Republic of the Philippines.

(c) The term "Contracting State" means the United States or the Philippines, as the context requires.

(d) The term "person" includes an individual, a partnership, a corporation, an estate, or a trust.

(e) (i) The term "United States corporation" means a corporation (or any unincorporated entity treated as a corporation for United States tax purposes) which is created or organized in or under the laws of the United States or any state thereof or the District of Columbia; and

(ii) The term "Philippine corporation" means a corporation (or any unincorporated entity treated as a corporation for Philippine tax purposes) which is created or organized in the Philippines or under its laws.

(f) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate, and

(ii) In the case of the Philippines, the Secretary of Finance or his delegate.

(g) The term "tax" means tax imposed by the United States or the Philippines, whichever is applicable, to which this Convention applies by virtue of Article 1 (Taxes Covered).

(h) The term "international traffic" means any transport by a ship or aircraft operated by a resident of one of the Contracting States except where such transport is confined solely to places within a Contracting State.

(2) Any other term used in this Convention and not defined in this Convention shall, unless the context otherwise requires, have the meaning which it has under the laws of the Contracting State whose tax is being determined. Notwithstanding the preceding sentence, if the meaning of such a term under the laws of one of the Contracting

States is different from the meaning of the term under the laws of the other Contracting State, or if the meaning of such a term is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may, in order to prevent double taxation or to further any other purpose of this Convention, establish a common meaning of the term for the purposes of this Convention.

Article 3

FISCAL RESIDENCE

(1) In this Convention:

(a) The term "resident of the Philippines" means:

(i) A Philippine corporation, and

(ii) Any other person (except a corporation or any entity treated as a corporation for Philippine tax purposes) resident in the Philippines for purposes of Philippine tax, but in the case of a professional partnership, estate, or trust only to the extent that the income derived by such partnership, estate, or trust is subject to Philippine tax as the income of a resident either in the hands of the respective entity or of its partners or beneficiaries.

(b) The term "resident of the United States" means:

(i) A United States corporation, and

(ii) Any other person (except a corporation or any entity treated as a corporation for United States tax purposes) resident in the United States for purposes of United States tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such

partnership, estate, or trust is subject to United States tax as the income of a resident either in the hands of the respective entity or of its partners or beneficiaries.

(2) Where by reason of the provisions of paragraph (1) an individual is a resident of both Contracting States:

(a) He shall be deemed to be a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests);

(b) If the Contracting State in which he has his center of vital interests cannot be determined, he shall be deemed to be a resident of that Contracting State in which he has a habitual abode;

(c) If he has a habitual abode in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of the Contracting State of which he is a citizen; and

(d) If he is a citizen of both Contracting States or of neither Contracting State, the competent authorities of the Contracting States shall settle the question by mutual agreement.

Article 4

SOURCE OF INCOME

For purposes of this Convention:

(1) Dividends shall be treated as income from sources within a Contracting State only if--

(a) Paid by a corporation of that Contracting State, or

(b) Paid by a corporation of any State if, for the 3-year period ending with the close of such corporation's taxable year preceding the declaration of the dividends (or for such part of that period as such corporation has been in existence), at least 50 percent of such corporation's gross income from all sources was business profits attributable to a permanent establishment which such corporation had in that Contracting State; but only in an amount which bears the same ratio to such dividends as the amount of the business profits attributable to that permanent establishment bears to the corporation's gross income from all sources.

If a dividend would be treated under this paragraph as income from sources within both Contracting States, it shall be deemed to be income from sources only within the Contracting State described in subparagraph (b), to the extent provided therein.

(2) Interest shall be treated as income from sources within a Contracting State only if paid by such Contracting State, a political

subdivision or local authority thereof, or by a resident of that Contracting State. Notwithstanding the preceding sentence, if such interest is paid on an indebtedness incurred in connection with a permanent establishment which bears such interest, then such interest shall be deemed to be from sources within the State (whether or not a Contracting State) in which the permanent establishment is situated.

(3) Royalties for the use of, or the right to use, property or rights shall be treated as income from sources within a Contracting State only to the extent that such royalties are for the use of, or the right to use, such property or rights within that Contracting State. Notwithstanding the preceding sentence, if such royalty is paid with respect to a liability to pay the royalty that was incurred in connection with a permanent establishment which bears such royalty, then such royalty shall be deemed to be from sources within the State (whether or not a Contracting State) in which the permanent establishment is situated.

(4) Income from real property (including royalties) described in Article 7 (Income from Real Property) shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(5) Income received by an individual for his performance of labor or personal services, whether as an employee or in an independent capacity, shall be treated as income from sources within a Contracting State only to the extent that such services are performed in that Contracting State. However, income from personal services performed aboard ships or aircraft operated by a resident of one of the Contracting States in international traffic shall be treated as income from sources within that Contracting State if rendered by a member of the regular complement of the ship or aircraft. Notwithstanding the preceding provisions of this paragraph, remuneration described in Article 20 (Governmental Functions) and payments described in Article 19 (Social Security Payments) paid from the public funds of a Contracting State or a political subdivision or local authority thereof shall be treated as income from sources within that Contracting State only.

(6) Notwithstanding paragraphs (1) through (4), business profits which are attributable to a permanent establishment which the recipient, a resident of one of the Contracting States, has in the other Contracting State shall be treated as income from sources within that other Contracting State.

(7) Gross revenues from the operation of ships in international traffic shall be treated as from sources within a

Contracting State to the extent they are derived from outgoing traffic originating in that State.

(8) The source of any item of income to which paragraphs (1) through (7) are not applicable shall be determined by each of the Contracting States in accordance with its own law. Notwithstanding the preceding sentence, if the source of any item of income under the laws of one Contracting State is different from the source of such item of income under the laws of the other Contracting State or if the source of such income is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may, in order to prevent double taxation or further any other purpose of this Convention, establish a common source of the item of income for purposes of this Convention.

Article 5

PERMANENT ESTABLISHMENT

(1) For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which a resident of one of the Contracting States engages in a trade or business.

(2) The term "fixed place of business" includes but is not limited to:

(a) A seat of management;

(b) A branch;

(c) An office;

(d) A store or other sales outlet;

(e) A factory;

(f) A workshop;

(g) A warehouse;

(h) A mine, quarry, or other place of extraction of natural resources;

(i) A building site or construction or assembly project or supervisory activities in connection therewith, provided such site, project or activity continues for a period of more than 183 days; and

(j) The furnishing of services, including consultancy services, by a resident of one of the Contracting States through employees or other personnel, provided activities of that nature continue (for

the same or a connected project) within the other Contracting State for a period or periods aggregating more than 183 days.

(3) Notwithstanding paragraphs (1), (2), and (4), a permanent establishment shall be deemed not to include any one or more of the following:

(a) The use of facilities solely for the purpose of storage, display, or occasional delivery of goods or merchandise belonging to the resident;

(b) The maintenance of a stock of goods or merchandise belonging to the resident solely for the purpose of storage, display, or occasional delivery;

(c) The maintenance of a stock of goods or merchandise belonging to the resident solely for the purpose of processing by another person;

(d) The maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or for collecting information, for the resident;

(e) The maintenance of a fixed place of business solely for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the resident; or

(f) The furnishing of services, including the provision of equipment, in one of the Contracting States by a resident

of the other Contracting State, including consultancy firms, in accordance with, or in the implementation of, an agreement between the Contracting States regarding technical cooperation.

(4) A person acting in one of the Contracting States on behalf of a resident of the other Contracting State, other than an agent of an independent status to whom paragraph (5) applies, shall be deemed to give rise to a permanent establishment in the first-mentioned Contracting State if--

(a) Such person has, and habitually exercises in the first-mentioned Contracting State, an authority to conclude contracts in the name of that resident, unless the exercise of such authority is limited to the purchase of goods or merchandise for that resident; or

(b) He has no such authority, but habitually maintains in the first-mentioned State a stock of goods or merchandise from which he regularly delivers goods and merchandise on behalf of the resident.

(5) A resident of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident carries on business in that other Contracting State through a broker, general commission agent, or any other agent of an independent status, where such broker or agent is acting in the

ordinary course of his business. However, when the activities of such an agent are devoted wholly or almost wholly on behalf of that resident, he shall not be considered an agent of independent status within the meaning of this paragraph if the transactions between the agent and the resident were not made under arm's length conditions.

(6) Except with respect to reinsurance, a resident of a Contracting State shall be deemed to have a permanent establishment in the other Contracting State if it collects premiums in that other State, or insures risks situated therein, through an employee or representative situated therein who is not an agent of independent status to whom paragraph (5) applies.

(7) A resident of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident sells at the termination of a trade fair or convention in such other Contracting State goods or merchandise which such resident displayed at such trade fair or convention.

(8) The fact that a corporation of one of the Contracting States controls or is controlled by or is under common control with--

(a) A corporation of the other Contracting State or

(b) A corporation which carries on business in that other Contracting State (whether through a permanent establishment or otherwise)

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shall not be taken into account in determining whether the activities or fixed place of business of either corporation constitutes a permanent establishment of the other corporation.

(9) The principles set forth in paragraphs (1) through (8) shall be applied in determining for purposes of this Convention whether there is a permanent establishment in a State other than one of the Contracting States or whether a person other than a resident of one of the Contracting States has a permanent establishment in one of the Contracting States.

Article 6

GENERAL RULES OF TAXATION

(1) A resident of one of the Contracting States may be taxed by the other Contracting State on any income from sources within that other Contracting State and only on such income, subject to any limitations set forth in this Convention. For this purpose, the rules set forth in Article 4 (Source of Income) shall be applied to determine the source of income.

(2) The provisions of this Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded--

(a) By the laws of one of the Contracting States in the determination of the tax imposed by that Contracting State, or

(b) By any other agreement between the Contracting States.

(3) Notwithstanding any provisions of this Convention except paragraph (4), a Contracting State may tax its residents (as determined under Article 3 (Fiscal Residence)) and its citizens as if this Convention had not come into effect.

(4) The provisions of paragraph (3) shall not affect:

(a) The benefits conferred by a Contracting State under Articles 19 (Social Security Payments), 23 (Relief from Double Taxation), 24 (Nondiscrimination), and 25 (Mutual Agreement Procedure); and

(b) The benefits conferred by a Contracting State under Articles 20 (Governmental Functions), 21 (Teachers), 22 (Students and Trainees), and 28 (Diplomatic and Consular Officers) upon individuals who are neither citizens of, nor have immigrant status in, that Contracting State.

(5) The competent authorities of the two Contracting States may each prescribe regulations necessary to carry out the provisions of this Convention.

Article 7

INCOME FROM REAL PROPERTY

(1) Income from real property, including royalties and other payments in respect of the exploitation of natural resources and gains derived from the alienation of such property or of the right giving rise to such royalties or other payments, may be taxed by the Contracting State in which such real property or natural resources are situated. For purposes of this Convention, interest on indebtedness secured by real property or secured by a right giving rise to royalties or other payments in respect of the exploitation of natural resources shall not be regarded as income from real property.

(2) Paragraph (1) shall apply to income derived from the usufruct, direct use, letting, or use in any other form of real property.

Article 8

BUSINESS PROFITS

(1) Business profits of a resident of one of the Contracting States shall be taxable only in that State unless the resident has a permanent establishment in the other Contracting State. If the resident has a permanent establishment in that other Contracting State, tax may be imposed by that other Contracting State on the business profits of the resident but only on so much of them as are attributable to the permanent establishment.

(2) Where a resident of one of the Contracting States has a permanent establishment in the other Contracting State, there shall in each Contracting State be attributed to the permanent establishment the business profits which would reasonably be expected to have been derived by it if it were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the resident of which it is a permanent establishment.

(3) There may also be attributed to that permanent establishment the business profits derived from the sale of goods or merchandise of the same or similar kind as those sold, or from other business activities of the same or similar kind as those effected, through that permanent establishment if the sale or activities had been resorted to in order to avoid taxation.

(4) In the determination of the business profits of a permanent establishment, there shall be allowed as deductions ordinary and necessary expenses which are reasonably allocable to such profits, including executive and general administrative expenses, whether incurred in the Contracting State in which the permanent establishment is situated or elsewhere. However, no such deductions shall be allowed in respect of amounts paid or payable (other than reimbursement of actual expenses) by the permanent establishment to the head office of the resident of which it is a permanent establishment or any of its other offices, by way of--

(a) Royalties, fees or other similar payments in return for the use of patents or other rights;

(b) Commission, for specific services performed or for management; and

(c) Interest on moneys lent to the permanent establishment, except in the case of a banking institution.

(5) No profits shall be attributed to a permanent establishment of a resident of one of the Contracting States in the other Contracting State merely by reason of the purchase of goods or merchandise by that permanent establishment for the account of the resident.

(6) The term "business profits" means income derived from any trade or business whether carried on by an individual, corporation or any other person, or group of persons, including the rental of tangible personal (movable) property.

(7) Where business profits include items of income which are dealt with separately in other articles of this Convention, then the provisions of those articles shall not be affected by the provisions of this article.

Article 9 [1]

SHIPPING AND AIR TRANSPORT

(1) Notwithstanding any other provision of this Convention, profits derived by a resident of one of the Contracting States from sources within the other Contracting State from the operation of ships in international traffic may be taxed by both Contracting States; however, the tax imposed by the other Contracting State may be as much as, but shall not exceed, the lesser of--

(a) One and one-half percent of the gross revenues derived from sources in that State; and

(b) The lowest rate of Philippine tax that may be imposed on profits of the same kind derived under similar circumstances by a resident of a third State.

(2) Nothing in the Convention shall affect the right of a Contracting State to tax, in accordance with domestic laws, profits derived by a resident of the other Contracting State from sources within the first-mentioned Contracting State from the operation of aircraft in international traffic.

(3) The provisions of paragraphs (1) and (2) shall also apply to profits derived from the participation in a pool, a joint business or in an international operating agency.

[1] See reservation and understanding, p. 1278.

Article 10

RELATED PERSONS

(1) Where a person subject to the taxing jurisdiction of one of the Contracting States and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, any income, deductions, credits, or allowances which would, but for those arrangements or conditions, have been taken into account in computing the income (or loss) of, or the tax payable by, one of such persons may be taken into account in computing the amount of the income subject to tax and the taxes payable by such person.

(2) Where a redetermination has been made by one Contracting State to the income of one of its residents in accordance with paragraph (1), then the other Contracting State shall, if it agrees with such redetermination and if necessary to prevent double taxation, make a corresponding adjustment to the income of a person in such other Contracting State related to such resident. In the event the other Contracting State disagrees with such redetermination, the two Contracting States shall endeavor to reach agreement in accordance with the mutual agreement procedure in paragraph (2) of Article 25 (Mutual Agreement Procedure).

(3) For purposes of this Convention, a person is related to another person if either person owns or controls directly or indirectly the other, or if any third person or persons own or control directly or indirectly both. For this purpose, the term "control" includes any kind of control, whether or not legally enforceable, and however exercised or exercisable.

Article 11 [1]

DIVIDENDS

(1) Dividends derived from sources within one of the Contracting States by a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by one of the Contracting States on dividends derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed--

(a) 25 percent of the gross amount of the dividend; or

(b) When the recipient is a corporation, 20 percent of the gross amount of the dividend if during the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation.

(3) Dividends paid by a corporation of one of the Contracting States to a person other than a citizen or resident of the other Contracting State may be taxed by the other Contracting State, but only if--

(a) Such dividends are treated as income from sources within that other Contracting State and, in the case of the Philippines, the additional tax described in paragraph (6) has not been paid with respect to the earnings distributed, or

[1] See understanding, p. 1278.

(b) The recipient of the dividends has a permanent establishment or fixed base in the other Contracting State and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base.

(4) Paragraph (2) shall not apply if the recipient of dividends derived from sources within one of the Contracting States, being a resident of the other Contracting State, carries on business in the first-mentioned Contracting State through a permanent establishment situated therein or performs in that other State independent personal services from a fixed base situated therein, and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 8 (Business Profits) or Article 15 (Independent Personal Services), as the case may be, shall apply.

(5) The term "dividends" as used in this Convention means income from shares, mining shares, founders' shares or other rights, not being debt-claims, participating in profits, as well as income from other corporate rights assimilated to income from shares by the taxation law of the State of which the corporation making the distribution is a resident.

(6) Nothing in this Convention (except Article 9 (Shipping and Air Transport)) shall be construed as preventing the Philippines from imposing on the earnings of a corporation (other than a Philippine corporation) attributable to a permanent establishment in the

Philippines, a tax in addition to the tax which would be chargeable on the earnings of a Philippine corporation, provided that any additional tax so imposed shall not exceed 20 percent of the amount of such earnings which have not been subjected to such additional tax in previous taxable years. For the purpose of this provision, the term "earnings" means business profits attributable to a permanent establishment in the Philippines in a year and previous years after deducting therefrom all taxes, other than the additional tax referred to herein, imposed on such profits by the Philippines.

Article 12

INTEREST

(1) Interest derived by a resident of one of the Contracting States from sources within the other Contracting State may be taxed by both Contracting States.

(2) Interest derived by a resident of one of the Contracting States from sources within the other Contracting State shall not be taxed by the other Contracting State at a rate in excess of 15 percent of the gross amount of such interest.

(3) Interest derived by a resident of one of the Contracting States from sources within the other Contracting State with respect to public issues of bonded indebtedness shall not be taxed by the other Contracting State at a rate in excess of 10 percent of the gross amount of such interest.

(4) Notwithstanding paragraphs (1), (2), and (3), interest derived by--

(a) One of the Contracting States, or an instrumentality thereof (including the Central Bank of the Philippines, the Federal Reserve Banks of the United States, the Export-Import Bank of the United States, the Overseas Private Investment Corporation of the United States, and such other institutions of either Contracting State as the competent authorities of both Contracting States may determine by mutual agreement), or

(b) A resident of one of the Contracting States with respect to debt obligations guaranteed or insured by that Contracting State or an instrumentality thereof,

shall be exempt from tax by the other Contracting State.

(5) Paragraphs (2), (3), and (4) shall not apply if the recipient of interest from sources within one of the Contracting States, being a resident of the other Contracting State, carries on business in the first-mentioned Contracting State through a permanent establishment situated therein or performs in that other State independent personal services from a fixed base situated therein and the debt claim in respect of which the interest is paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 8 (Business Profits) or Article 15 (Independent Personal Services), as the case may be, shall apply.

(6) Where an amount is paid to a related person and would be treated as interest but for the fact that it exceeds an amount which would have been paid to an unrelated person, the provisions of this article shall apply only to so much of the amount as would have been paid to an unrelated person. In such a case, the excess amount may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

(7) The term "interest" as used in this Convention means income from debt-claims of every kind, whether or not secured by mortgage,

and whether or not carrying a right to participate in the debtor's profits, and in particular, income from government securities and income from bonds or debentures, including premiums and prizes attaching to such securities, bonds or debentures, as well as income assimilated to income from money lent by the taxation law of the Contracting State in which the income arises, including interest on deferred payment sales.

Article 13

ROYALTIES

(1) Royalties derived by a resident of one of the Contracting States from sources within the other Contracting State may be taxed by both Contracting States.

(2) However, the tax imposed by that other Contracting State shall not exceed--

(a) In the case of the United States, 15 percent of the gross amount of the royalties, and

(b) In the case of the Philippines, the least of:

(i) 25 percent of the gross amount of the royalties,

(ii) 15 percent of the gross amount of the royalties, where the royalties are paid by a corporation registered with the Philippine Board of Investments and engaged in preferred areas of activities, and

(iii) The lowest rate of Philippine tax that may be imposed on royalties of the same kind paid under similar circumstances to a resident of a third State.

(3) The term "royalties" as used in this article means payments of any kind received as a consideration for the use of, or the right to use, any copyright of literary, artistic or scientific work, including cinematographic films or films or tapes used for radio or television broadcasting, any patent, trade mark, design or model, plan, secret

formula or process, or other like right or property, or for information concerning industrial, commercial or scientific experience. The term "royalties" also includes gains derived from the sale, exchange or other disposition of any such right or property which are contingent on the productivity, use, or disposition thereof.

(4) The provisions of paragraphs (1) and (2) shall not apply if the recipient of the royalties, being a resident of a Contracting State, carries on business in the other Contracting State in which the royalties arise, through a permanent establishment situated therein, or performs in that other State professional services from a fixed base situated therein, and the right or property in respect of which the royalties are paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 8 (Business Profits) or Article 15 (Independent Personal Services), as the case may be, shall apply.

(5) Where an amount is paid to a related person and would be treated as a royalty but for the fact that it exceeds an amount which would have been paid to an unrelated person, the provisions of this article shall apply only to so much of the amount as would have been paid to an unrelated person. In such a case, the excess amount may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

Article 14 [1]

CAPITAL GAINS

(1) Gains from the alienation of tangible personal (movable) property forming part of the business property of a permanent establishment which a resident of a Contracting State has in the other Contracting State or of tangible personal (movable) property pertaining to a fixed base available to a resident of a Contracting State in the other Contracting State for the purpose of performing independent personal services, including such gains from the alienation of such a permanent establishment (alone or together with the whole enterprise) or of such a fixed base, may be taxed in the other State. However, gains derived by a resident of a Contracting State from the alienation of ships, aircraft or containers operated by such resident in international traffic shall be taxable only in that State, and gains described in Article 13 (Royalties) shall be taxable only in accordance with the provisions of Article 13.

(2) Gains from the alienation of any property other than those mentioned in paragraph (1) or in Article 7 (Income From Real Property) shall be taxable only in the Contracting State of which the alienator is a resident.

[1] See reservation, p. 1277.

Article 15

INDEPENDENT PERSONAL SERVICES

(1) Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity may be taxed by that Contracting State. Except as provided in paragraph (2), such income shall be exempt from tax by the other Contracting State.

(2) Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity in the other Contracting State may be taxed by that other Contracting State, if:

(a) He has a fixed base regularly available to him in the other Contracting State for the purpose of performing his activities; in that case, only so much of the income as is attributable to that fixed base may be taxed in that other Contracting State;

(b) He is present in that other Contracting State for a period or periods aggregating 90 days or more in the taxable year; or

(c) The gross remuneration derived in the taxable year from residents of that other Contracting State for the performance of such services in the other Contracting State exceeds 10,000 United States dollars or its equivalent in Philippine pesos or such higher amount as may be specified and agreed in letters exchanged between the competent authorities of the Contracting States.

(3) The term "income" as used in paragraph (2) means net income.

Article 16

DEPENDENT PERSONAL SERVICES

(1) Except as provided in Article 20 (Governmental Functions), wages, salaries, and similar remuneration derived by an individual who is a resident of one of the Contracting States from labor or personal services performed as an employee, including income from services performed by an officer of a corporation, may be taxed by that Contracting State. Except as provided by paragraphs (2) and (3) and in Articles 20 (Governmental Functions), 21 (Teachers), and 22 (Students and Trainees), such remuneration derived from sources within the other Contracting State may also be taxed by that other Contracting State.

(2) Remuneration described in paragraph (1) derived by an individual who is a resident of one of the Contracting States shall be exempt from tax by the other Contracting State if--

(a) He is present in that other Contracting State for a period or periods aggregating less than 90 days in the taxable year;

(b) He is an employee of a resident of, or of a permanent establishment maintained in, the first-mentioned Contracting State; and

(c) The remuneration is not borne as such by a permanent establishment which the employer has in that other Contracting State.

(3) Notwithstanding the preceding provisions of this article, remuneration derived by an employee of a resident of one of the Contracting States for labor or personal services performed as a member of the regular complement of a ship or aircraft operated in international traffic by a resident of that Contracting State may be taxed only by that Contracting State.

Article 17

ARTISTES AND ATHLETES

(1) Notwithstanding the provisions of Articles 15 (Independent Personal Services) and 16 (Dependent Personal Services), income derived by public entertainers such as theater, motion picture, radio or television artistes, and musicians, and by athletes, from their personal activities as such may be taxed in the Contracting State in which these activities are exercised provided that--

(a) Such income exceeds 100 United States dollars or its equivalent in Philippine pesos per day, or

(b) Such income exceeds in the aggregate 3,000 United States dollars or its equivalent in Philippine pesos during the taxable year.

(2) Where income in respect of personal activities as such of a public entertainer or athlete accrues not to that entertainer or athlete himself but to another person, that income may, notwithstanding the provisions of Articles 8 (Business Profits), 15 (Independent Personal Services) and 16 (Dependent Personal Services), be taxed in the Contracting State in which the activities of the entertainer or athlete are exercised.

(3) Notwithstanding the provisions of paragraph (1) and Articles 15 (Independent Personal Services) and 16 (Dependent Personal Services), income derived from activities performed in a Contracting State by public

entertainers or athletes shall be exempt from tax in that Contracting State if the visit to that State is substantially supported or sponsored by the other Contracting State and the public entertainer or athlete is certified as qualified under this provision by the competent authority of the sending State.

Article 18

PRIVATE PENSIONS AND ANNUITIES

(1) Except as provided in Article 20 (Governmental Functions), pensions and other similar remuneration paid to an individual in consideration of past employment shall be taxable by the Contracting State where the service is rendered.

(2) Annuities paid to an individual who is a resident of one of the Contracting States shall be taxable only in that Contracting State.

(3) Child support payments made by an individual who is a resident of one of the Contracting States to an individual who is a resident of the other Contracting State shall be exempt from tax in that other Contracting State.

(4) The term 'pensions and other similar remuneration", as used in this article, includes periodic payments other than social security payments covered in Article 19 (Social Security Payments) made--

(a) By reason of retirement or death and in consideration for services rendered or

(b) By way of compensation for injuries or sickness received in connection with past employment.

(5) The term "annuities", as used in this article, means a stated sum paid periodically at stated times during life, or during a specified number of years, under an obligation to make the payments

in return for adequate and full consideration (other than services rendered).

(6) The term "child support payments", as used in this article, means periodic payments for the support of a minor child made pursuant to a written separation agreement or a decree of divorce, separate maintenance, or compulsory support.

Article 19

SOCIAL SECURITY PAYMENTS

Social security payments and other public pensions paid by one of the Contracting States to an individual who is a resident of the other Contracting State (or in the case of such payments by the Philippines to an individual who is a citizen of the United States) shall be taxable only in the first-mentioned Contracting State. This article shall not apply to payments described in Article 20 (Governmental Functions).

Article 20

GOVERNMENTAL FUNCTIONS

Wages, salaries and similar remuneration, including pensions, annuities, or similar benefits, paid from public funds of one of the Contracting States:

(a) To a citizen of that Contracting State, or

(b) To a citizen of a State other than a Contracting State who comes to the other Contracting State expressly for the purpose of being employed by the first-mentioned Contracting State

for labor or personal services performed as an employee of the national Government of that Contracting State, or any agency thereof, in the discharge of functions of a governmental nature shall be exempt from tax by the other Contracting State.

Article 21

TEACHERS

(1) Where a resident of one of the Contracting States is invited by the Government of the other Contracting State, a political subdivision or local authority thereof, or by a university or other recognized educational institution in that other Contracting State to come to that other Contracting State for a period not expected to exceed 2 years for the purpose of teaching or engaging in research, or both, at a university or other recognized educational institution and such resident comes to that other Contracting State primarily for such purpose, his income from personal services for teaching or research at such university or educational institution shall be exempt from tax by that other Contracting State for a period not exceeding 2 years from the date of his arrival in that other Contracting State.

(2) This article shall not apply to income from research if such research is undertaken not in the general interest but primarily for the private benefit of a specific person or persons.

Article 22

STUDENTS AND TRAINEES

(1) (a) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for the primary purpose of--

(i) Studying at a university or other recognized educational institution in that other Contracting State, or

(ii) Securing training required to qualify him to practice a profession or professional specialty, or

(iii) Studying or doing research as a recipient of a grant, allowance, or award from a governmental, religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by that other Contracting State with respect to amounts described in subparagraph (b) for a period not exceeding 5 taxable years from the date of his arrival in that other Contracting State.

(b) The amounts referred to in subparagraph (a) are--

(i) Gifts from abroad for the purpose of his maintenance, education, study, research, or training;

(ii) The grant, allowance, or award; and

(iii) Income from personal services performed in that other Contracting State in an amount not in excess of

3,000 United States dollars or its equivalent in Philippine pesos for any taxable year.

(2) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State as an employee of, or under contract with, a resident of the first-mentioned Contracting State, for the primary purpose of--

(a) Acquiring technical, professional, or business experience from a person other than that resident of the first-mentioned Contracting State or other than a person related to such resident, or

(b) Studying at a university or other recognized educational institution in that other Contracting State,

shall be exempt from tax by that other Contracting State for a period not exceeding 12 consecutive months with respect to his income from personal services in an aggregate amount not in excess of 7,500 United States dollars or its equivalent in Philippine pesos for any taxable year.

(3) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for a period not exceeding 1 year, as a participant in a program sponsored by the Government of that other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal

services in respect of such training, research, or study performed in that other Contracting State in an aggregate amount not in excess of 10,000 United States dollars or its equivalent in Philippine pesos in any taxable year.

(4) The benefits provided under Article 21 (Teachers) and paragraph (1) of this article shall, when taken together, extend only for such period of time, not to exceed 5 taxable years from the date of arrival of the individual claiming such benefits, as may reasonably or customarily be required to effectuate the purpose of the visit. The benefits provided under Article 21 (Teachers) shall not be available to an individual if, during the immediately preceding period, such individual enjoyed the benefits of paragraph (1) of this article.

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Article 23 [1]

RELIEF FROM DOUBLE TAXATION

Double taxation of income shall be avoided in the following manner:

(1) In accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the general principle hereof), the United States shall allow to a citizen or resident of the United States as a credit against the United States tax the appropriate amount of taxes paid or accrued to the Philippines and, in the case of a United States corporation owning at least 10 percent of the voting stock of a Philippine corporation from which it receives dividends in any taxable year, shall allow credit for the appropriate amount of taxes paid or accrued to the Philippines by the Philippine corporation paying such dividends with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid or accrued to the Philippines, but the credit shall not exceed the limitations (for the purpose of limiting the credit to the United States tax on income from sources within the Philippines or on income from sources outside the United States) provided by United States law for the taxable year. For the purpose of applying the United States credit in relation to taxes paid or accrued to the Philippines, the rules set forth in Article 4 (Source of Income) shall be applied to determine the source of income. For purposes of applying the United States credit in relation to taxes paid or accrued to the Philippines, the taxes referred to in paragraphs (1)(b) and (2) of Article 1 (Taxes Covered) shall be considered to be income taxes.

[1] See exchange of notes, pp. 1342-1343.

(2) In accordance with the provisions and subject to the limitations of the law of the Philippines (as it may be amended from time to time without changing the general principle hereof), the Philippines shall allow to a citizen or resident of the Philippines as a credit against the Philippine tax the appropriate amount of taxes paid or accrued to the United States and, in the case of a Philippine corporation owning more than 50 percent of the voting stock of a United States corporation from which it receives dividends in any taxable year, shall allow credit for the appropriate amount of taxes paid or accrued to the United States by the United States corporation paying such dividends with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid or accrued to the United States, but the credit shall not exceed the limitations (for the purpose of limiting the credit to the Philippine tax on income from sources within the United States, and on income from sources outside the Philippines) provided by Philippine law for the taxable year. For the purpose of applying the Philippine credit in relation to taxes paid or accrued to the United States, the rules set forth in Article 4 (Source of Income) shall be applied to determine the source of income. For purposes of applying the Philippine credit in relation to taxes paid or accrued to the United States, the taxes referred to in paragraphs (1) (a) and (2) of Article 1 (Taxes Covered) shall be considered to be income taxes.

Article 24

NONDISCRIMINATION

(1) A citizen of one of the Contracting States who is a resident of the other Contracting State shall not be subject in that other Contracting State to more burdensome taxes than a citizen of that other Contracting State who is a resident thereof.

(2) A permanent establishment which a resident of one of the Contracting States has in the other Contracting State shall not be subject in that other Contracting State to more burdensome taxes than a resident of that other Contracting State carrying on the same activities. This paragraph shall not be construed as obliging a Contracting State to grant to individual residents of the other Contracting State any personal allowances, reliefs, or deductions for taxation purposes on account of civil status or family responsibilities which it grants to its own individual residents.

(3) A corporation of one of the Contracting States, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned Contracting State to any taxation or any requirement connected with taxation which is other or more burdensome than the taxation and requirements to which a corporation of the first-mentioned Contracting State carrying on the same activities, the capital of which is wholly owned or controlled by one or more residents of the first-mentioned Contracting State, is or may be subjected.

(4) Notwithstanding any other provision of this Convention, the term "taxes" or "taxation" means, for the purpose of this article, taxes or taxation of every kind imposed at the national, state, or local level.

(5) With respect to the taxes referred to in Article 1 (Taxes Covered), nothing in this article shall prevent the Philippines from limiting to its citizens or corporations the enjoyment of tax incentives granted under the following enactments:

(a) Section 6 of the Investment Incentives Act (Republic Act No. 5186),

(b) Section 5 and Section 7(b) of the Export Incentives Act (Republic Act No. 6135), and

(c) Section 9 of the Investment Incentives Program for the Tourism Industry (Presidential Decree No. 535)

so far as they were in force on, and have not been modified since, the date of signature of this Convention, or have been modified only in minor respects so as not to affect their general character.

(6) With respect to taxes other than the taxes referred to in Article 1 (Taxes Covered), nothing in this article shall prevent the Philippines or a political subdivision or local authority thereof from limiting to Philippine citizens or corporations the enjoyment of tax incentives for the promotion of industry or business similar to those described in subparagraphs (a), (b), and (c) of paragraph (5) so far as they

were in force on, and have not been modified since, the date of signature of this Convention, or have been modified only in minor respects so as not to affect their general character.

Article 25

MUTUAL AGREEMENT PROCEDURE

(1) Where a resident or citizen of one of the Contracting States considers that the action of one or both of the Contracting States results or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of the Contracting States, present his case to the competent authority of the Contracting State of which he is a resident or citizen. Should the resident's or citizen's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall endeavor to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation not in accordance with the provisions of this Convention.

(2) The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the application of this Convention. In particular, the competent authorities of the Contracting States may agree--

(a) To the same attribution of industrial or commercial profits to a resident of one of the Contracting States and its permanent establishment situated in the other Contracting State;

(b) To the same allocation of income, deductions, credits, or allowances between a resident of one of the Contracting States and any related person and to the readjustment of taxes imposed by each Contracting State to reflect such allocation;

(c) To the same determination of the source of particular items of income; or

(d) To the same characterization of particular items of income.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this article. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) In the event that the competent authorities reach such an agreement, taxes shall be imposed on such income in accordance with such agreement, and--

(a) In the case of the United States, refund or credit of taxes shall be allowed in accordance with such agreement, notwithstanding any procedural rule (including statutes of limitations) applicable under United States law.

(b) In the case of the Philippines, refund or credit of taxes shall be allowed in accordance with such agreement, subject to any procedural rule (including statutes of limitations) applicable under Philippine law. However, notwithstanding any such Philippine procedural rule, a tax credit certificate shall be issued if a claim is filed with the competent authority of the Philippines no later than 2 years from the close of the

taxable year in which the United States tax imposed under this paragraph is paid and such claim is filed within 5 taxable years from the close of the taxable year in issue. A tax credit certificate shall be issued with respect to a claim filed after the aforementioned 5-year period only if the claim is supported by the books and records of the taxpayer. The amount of the tax credit certificate shall be computed in the same manner as an actual refund (whether or not an actual refund of tax can be made), but may only be used as a credit against Philippine tax liability without giving rise to a refund.

Article 26

EXCHANGE OF INFORMATION

(1) The competent authorities shall exchange such information as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or for the administration of statutory provisions concerning taxes to which this Convention applies provided the information is of a class that can be obtained under the laws and administrative practices of each Contracting State with respect to its own taxes.

(2) Any information so exchanged shall be treated as secret, except that such information may be--

(a) Disclosed to any person concerned with, or

(b) Made part of a public record with respect to,

the assessment, collection, or enforcement of, or litigation with respect to, the taxes to which this Convention applies.

(3) No information shall be exchanged which would be contrary to public policy.

(4) If information is requested by a Contracting State in accordance with this article, the other Contracting State shall obtain the information to which the request relates from or with respect to its residents or corporations in the same manner and to the same extent as if the tax of the requesting State were the tax of the other State and were being imposed by that other State. A Contracting State may obtain information from or with respect to its residents or corporations

in accordance with this paragraph for the sole purpose of assisting the other Contracting State in the determination of the taxes of that other State.

(5) If specifically requested by the competent authority of a Contracting State, the competent authority of the other Contracting State shall provide information under this article in the form of depositions of witnesses and copies of unedited original documents (including books, papers, statements, records, accounts, or writings) to the same extent such depositions and documents can be obtained under the laws and administrative practices of each Contracting State with respect to its own taxes.

(6) The exchange of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States may agree on the list of information which shall be furnished on a routine basis.

Article 27

ASSISTANCE IN COLLECTION

(1) Each of the Contracting States shall endeavor to collect on behalf of the other Contracting State such taxes imposed by that other Contracting State as will ensure that any exemption or reduced rate of tax granted under this Convention by that other Contracting State shall not be enjoyed by persons not entitled to such benefits.

(2) In no case shall this article be construed so as to impose upon a Contracting State the obligations to carry out measures at variance with the laws or administrative practices of either Contracting State with respect to the collection of its own taxes.

Article 28

DIPLOMATIC AND CONSULAR OFFICERS

Nothing in this Convention shall affect the fiscal privileges of diplomatic and consular officials under the general rules of international law or under the provisions of special agreements.

Article 29

ENTRY INTO FORCE

(1) This Convention shall be subject to ratification in accordance with the constitutional procedures of each Contracting State and instruments of ratification shall be exchanged at Washington as soon as possible. It shall enter into force 30 days after the date of exchange of instruments of ratification and [1] shall then have effect for the first time:

(a) As respects the rate of withholding tax, to amounts paid on or after the first day of January immediately following the year in which this Convention enters into force;

(b) As respects other taxes, to taxable years beginning on or after January 1 of the year following the date on which this Convention enters into force.

(2) However, in the case of payments received as a consideration for the use of, or the right to use, a copyright of cinematographic films or films or tapes used for radio or television broadcasting, paragraph (2)(b)(iii) of Article 13 (Royalties) shall not have effect before January 1, 1979.

[1] Oct. 16, 1982.

Article 30

TERMINATION

This Convention shall remain in force until terminated by one of the Contracting States. Either Contracting State may terminate the Convention at any time after 5 years from the date on which this Convention enters into force provided that at least 6 months' prior notice of termination has been given through diplomatic channels. In such event, the Convention shall cease to have force and effect as respects income of calendar years or taxable years beginning (or, in the case of taxes payable at the source, payments made) on or after January 1 next following the expiration of the 6-month period.

Done at Manila in duplicate this first day of October, 1976.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William E. Simon [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

Cesar Virata [2]

[1] William E. Simon.
[2] Cesar Virata.

[EXCHANGE OF NOTES]

November 24, 1976

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the Convention between the Government of the United States of America and the Government of the Republic of the Philippines with Respect to Taxes on Income, signed at Manila on October 1, 1976.

It is our understanding that Philippine citizens residing outside of the Philippines are subject to Philippine tax on their worldwide income but at reduced rates of 1, 2, or 3 percent, and that foreign income taxes paid are deductible in computing their taxable income. We further understand that the Government of the Philippines, when applying paragraph 2 of Article 23 (Relief from Double Taxation to such nonresident citizens, interprets the reference to "in accordance with the provisions of the law of the Philippines..." to allow the Government of the Philippines to continue to grant a deduction rather than a credit for U. S. taxes paid in such cases. We accept this interpretation subject to confirmation by your Government that, should the present rates of Philippine income tax applicable to nonresident citizens of the Philippines be increased, the Government of the Philippines understands that the treaty would require a foreign tax credit and agrees to consult with the Government of the United States for the purpose of modifying this note to that effect.

I have the honor to propose to you that the present note and your Excellency's reply thereto indicating acceptance constitute the agreement of our two Governments on these various points.

Accept, Excellency, the renewed assurances of my highest consideration.

FOR THE UNITED STATES GOVERNMENT:

William E. Simon

His Excellency
The Honorable
Cesar Virata
Secretary of Finance

November 24, 1976

Excellency:

I have the honor to acknowledge receipt of your note of November 24, 1976, which reads as follows:

"Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the Convention between the Government of the United States of America and the Government of the Republic of the Philippines with Respect to Taxes on Income, signed at Manila on October 1, 1976.

It is our understanding that Philippine citizens residing outside of the Philippines are subject to Philippine tax on their world-wide income but at reduced rates of 1, 2, or 3 percent, and that foreign income taxes paid are deductible in computing their taxable income. We further understand that the Government of the Philippines, when applying paragraph 2 of Article 23 (Relief from Double Taxation) to such nonresident citizens, interprets the reference to 'in accordance with the provisions of the law of the Philippines...' to allow the Government of the Philippines to continue to grant a deduction rather than a credit for U. S. taxes paid in such cases. We accept this interpretation subject to confirmation by your Government that, should the present rates of Philippine income tax applicable to nonresident citizens of the Philippines be increased, the Government of the Philippines understands that the treaty would require a foreign tax credit and agrees to consult with the Government of the United States for the purpose of modifying this note to that effect.

I have the honor to propose to you that the present note and your Excellency's reply thereto indicating acceptance constitute the agreement of our two Governments on these various points.

Accept, Excellency, the renewed assurances of my highest consideration."

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Republic of the Philippines and that your Excellency's note and this note in reply constitute an agreement between our two Governments concerning the Convention between the Government of the Republic of the Philippines and the Government of the United States of America with respect to Taxes on Income signed at Manila on October 1, 1976.

Accept, Excellency, the renewed assurances of my highest consideration.

FOR THE GOVERNMENT OF THE PHILIPPINES:

His Excellency
The Honorable
William E. Simon
Secretary of the Treasury

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Research Participation and Technical Information Exchange in Loss of Fluid Test (LOFT)

Agreement extending and amending the agreement of June 20, 1975.
Effected by exchange of letters
Signed at Bonn and Washington August 14 and September 11, 1980;
Entered into force September 11, 1980;
Effective June 1, 1980.
With related letters
Signed at Bonn and Washington August 14 and September 5, 1980.

The Director General, Department for Energy, Raw Materials and Ecology, German Federal Ministry for Research and Technology, to the Acting Executive-Director for Operations, United States Nuclear Regulatory Commission

BUNDESMINISTERIUM FÜR FORSCHUNG UND TECHNOLOGIE

Bei Antwortschreiben bitte dieses Geschäftszeichen angeben

☎ (0228) 59 1
Durchwahl Nr. 59 3272 Datum 14.8.1980

Bundesministerium für Forschung und Technologie, Postf. 20 07 06, 5300 Bonn 2

Dr. William J. Dircks
Executive Director for Operations
U.S. Nuclear Regulatory Commission
USA Washington D.C., 20 555

Dear Dr. Dircks,

The Federal Ministry for Research and Technology presents its compliments to the Nuclear Regulatory Commission and expresses its appreciation with regard to the results achieved in the cooperation under the Agreement on Research Participation and Technical Exchange between the USNRC and the FRGMRT in the USNRC LOFT Research Program Covering a Four-Year Period, signed on 20 June 1975.[1]

Considering the significant mutual benefit to the Federal Ministry for Research and Technology (BMFT) and the Nuclear Regulatory Commission (NRC), it is desirable to continue the fruitful cooperation which according to article I of the Agreement expired on 26 April 1980.

The BMFT proposes, therefore, that the Agreement be renewed under the same terms and conditions set out therein, except for the financial contribution which is to be specified below, and in the administrative understanding accompanying it together with the additions outlined in the letter of the coordinators accompanying this letter. The BMFT is prepared to make an annual contribution to the Program of $ 1 million.

[1] TIAS 8348; 27 UST 2761.

This letter and your affirmative reply to it shall constitute an agreement between the Federal Ministry for Research and Technology and the Nuclear Regulatory Commission to so renew the Agreement. This agreement shall become effective as of June 1, 1980, and shall last for a 3-year period, which in case of a prolongation of the project would automatically be extended accordingly.

The Agreement shall also apply to the Land Berlin, provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the Government of the United States within 3 months from the date of renewal of this agreement.

Sincerely,

Wolf-J. Schmidt-Küster

Wolf-J. Schmidt-Küster, Director-General
Department for Energy, Raw Materials and Ecology
Federal Ministry for Research and Technology

The Acting Executive-Director for Operations, United States Nuclear Regulatory Commission, to the Director General, Department for Energy, Raw Materials and Ecology, German Federal Ministry for Research and Technology

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

September 11, 1980

Dr. Wolf Schmidt-Kuester
Head, Department of Energy,
Environment and Resource
Der Bundesminister fuer Forschung
und Technologie
Postfach 20 07 06, 5300 Bonn 2
Federal Republic of Germany

Dear Dr. Schmidt-Kuester,

The United States Nuclear Regulatory Commission presents its compliments to the Federal Ministry for Research and Technology and expresses its appreciation with regard to the results and mutual benefits achieved in the cooperation established under the Agreement on Research Participation and Technical Exchange Between the USNRC and the FRGMRT in the USNRC LOFT Research Program Covering a Four-Year Period, signed on 20 June 1975.

The Nuclear Regulatory Commission agrees with the Federal Ministry for Research and Technology regarding the desirability of renewing the above-mentioned agreement and is very pleased to accept the proposal to do so as expressed in your letter dated August 14, 1980 and in the accompanying letters exchanged between the coordinators of the agreement.

Sincerely,

William J. Dircks
Acting Executive Director
for Operations

[RELATED LETTERS]

BUNDESMINISTERIUM FÜR FORSCHUNG UND TECHNOLOGIE

Bei Antwortschreiben bitte dieses Geschäftszeichen angeben

(0228) 59 1
Durchwahl-Nr. 59 3281 Datum 14.8.1980

Bundesministerium für Forschung und Technologie, Postf. 20 07 06, 5300 Bonn 2

Mr. Dr. Thomas E. Murley
Acting Director
Office of Nuclear Regulatory
Research
U.S. Nuclear Regulatory Com-
mission
USA Washington D.C., 20 555

Dear Dr. Murley,

With regard to the letter exchanged between Dr. Wolf-J. Schmidt-Küster and Mr. W. J. Dircks of [1] _____ .1980 renewing the LOFT Agreement, I propose to add the following items with regard to FRGMRT participation in the LOFT program to the administrative understanding between the USNRC and the FRGMRT signed on June 20, 1975:

7. The partners agree that the working time of the visiting scientist of the FRG within the EG&G project should be equally shared to the benefit of both of the partners in the project.

8. As authorized by the USNRC, office and travel expenses incurred by the BMFT assignees at the INEL in connection with their work in the LOFT program will be borne by the USNRC.

9. For the expenditure of FRGMRT LOFT funds, the procedure will be followed as agreed upon in the letters exchanged between NRC and BMFT on 28 March and 19 May 1978. [2]

[1] Aug. 14 and Sept. 11, 1980.
[2] Not printed.

This letter and your affirmative reply to it shall constitute a supplement to the above mentioned administrative understanding.

Sincerely,

K.H. Krewer, Head
Nuclear Safety Research Division
Federal Ministry for Research and Technology

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D. C. 20555

SEP 5 1980

Mr. K. H. Krewer, Head
Nuclear Safety Research Division
Der Bundesminister für Forschung
und Technologie
Postfach 20 07 06, 5300 Bonn 2
Federal Republic of Germany

Dear Mr. Krewer:

With reference to the letters exchanged between Dr. Wolf-J. Schmidt-Kuester and Mr. William J. Dircks renewing the LOFT agreement, your letter of August 14, 1980 proposed the addition of the following three items of understanding to the six items contained in the administrative understanding between the USNRC and the FRGMRT, signed on June 20, 1975:

7. The partners agree that the working time of the visiting scientist of the FRG within the EG&G project should be equally shared to the benefit of both of the partners in the project.

8. As authorized by the USNRC, office and travel expenses incurred by the BMFT assignees at the INEL in connection with their work in the LOFT program will be borne by the USNRC.

9. For the expenditure of FRGMRT LOFT funds, the procedure will be followed as agreed upon in the letters exchanged between NRC and BMFT on 28 March and 19 May 1978.

These three items of understanding are acceptable to the USNRC and are considered to constitute a supplement to the above-mentioned administrative Understanding.

Sincerely,

Thomas E. Murley

Thomas E. Murley, Acting Director
Office of Nuclear Regulatory Research

BRAZIL

Space Cooperation

Agreement signed at Brasilia June 14, 1982;
Entered into force June 14, 1982.

AGREEMENT FOR USE OF THE GEOSTATIONARY OPERATIONAL ENVIRONMENTAL SATELLITE IN THE BRAZILIAN NATIONAL PLAN FOR DATA COLLECTION PLATFORMS BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL

The Government of the United States of America

and

The Government of the Federative Republic of Brazil,

DESIRING to cooperate in the collection of environmental data,

HAVE AGREED as follows:

ARTICLE I
Designated Executive Entities

The Government of the United States of America designates as executive entity, to implement this Agreement, the National Oceanic and Atmospheric Administration (NOAA) through its National Earth Satellite Service (hereinafter referred to as NESS), and the Government of the Federative Republic of Brazil designates, for the same purpose, the "Comissão Brasileira de Atividades Espaciais" (hereinafter referred to as COBAE), with the concurrency of the "Conselho Nacional de Desenvolvimento Científico e Tecnológico" (CNPq), through its "Instituto de Pesquisas Espaciais" (INPE).

ARTICLE II
Purpose of the Program

The plan involves extensive networks of Geostationary Operational Environmental Satellite (GOES) self-timed Data Collection Platforms (DCPs) installed in Brazilian territory. One of the networks is to support the World Meteorological Organization/United Nations Development Program (WMO/UNDP) Amazonian Hydrology and Climatology Project (AHCP). Environmental data collected by the DCPs will be retransmitted by the GOES Data Collection System (DCS) and received by an earth station installed in the INPE laboratories in São José dos Campos, Brazil, where they will be processed and distributed to the local users. Certain portions of these data may be distributed through the Global Telecommunications System.

ARTICLE III
General Provisions

A. Only those users of DCPs whose data are within the definition of environmental data according to the international telecommunications agreements for which the frequencies are allocated are eligible to use the GOES DCS. Environmental data are defined as observations and measurements of physical, chemical, or biological properties of the oceans, rivers, lakes, solid earth, and atmosphere, including space.

B. Authorization for GOES to use the 401.7 to 402.1 MHZ radio frequency band as an up-link and the 468.750 to 468.950 MHZ radio frequency band as a down-link appears in docket numbers 7422589, 8149078 and 8150578, of the Subcommittee for Frequency Allocation/Interdepartmental Radio Advisory Committee. Docket no. 8149078 authorizes NESS to allocate frequency channels to COBAE. NESS will also provide address codes.

C. COBAE is responsible for obtaining authorization from the appropriate Brazilian Agency to operate its platforms on the frequency channels designated by NESS.

D. NESS will usually not allocate a channel to COBAE for its exclusive use; however, a channel may be allocated in this fashion when COBAE shows sufficient need as determined by NESS.

E. NESS reserves the right to terminate or temporarily halt its support for COBAE platforms in this program if satellite or earth equipment limitations require reduction or elimination of services.

F. Under conditions other than those in paragraph (E), COBAE will be notified of significant changes in the system's technical characteristics far enough in advance for it to be able to reorganize its observations program. Notification will usually be given three years prior to the change.

G. Unless exceptions are specified in another part of this Agreement, the data collected for COBAE will be available in NESS for other interested parties, as NESS considers appropriate.

H. All DCPs which COBAE plans to use as part of the GOES DCS are subject to type certification by NESS before deployment. Any modification to the DCP radio sets subsequent to the initial certification will require recertification before they can be used in the GOES DCS. The modifications requiring recertification pertain to changes in the timing or failsafe mechanisms, or any other part of the DCP radio sets that do not conform to the original certification or current NESS Data Collection Platform Radio Set Certification Standards.

I. NESS, in consultation with COBAE, will establish data collection schedules and message sizes for the COBAE DCPs as well as schedules and methods for dissemination of these data.

J. All trasmissions from the DCPs to the GOES satellite will be coordinated with NESS before the transmission begins.

K. COBAE will be responsible for providing the appropriations and equipment needed to carry out the part of the program at the DCP locations.

L. COBAE will provide periodic reports, upon the request of NESS, on the present application of the data obtained from the use of the GOES DCS.

M. The Government of the United States of America will not be liable for damages or injuries resulting from use of the GOES DCS.

N. Each Party is responsible for ensuring that the provisions of this Agreement are compatible with the requirements of its program. Each Party may request amendments to this Agreement that will take effect upon the mutual consent of both Parties.

O. Whenever COBAE considers it necessary, it may interrupt operation of its DCPs.

P. Additional terms regarding the operation of the system are contained in the technical memorandum concluded between NESS and INPE.

Q. All operational data collected will be acquired by the INPE passive ground readout station.

R. The ability of COBAE and NESS to carry out their activities under this Agreement is subject to the availability of appropriated funds.

ARTICLE IV

Entry into force and termination

This Agreement will enter into force upon signature and shall remain for 10 years, unless terminated earlier at the election of either NOAA or COBAE, provided notification of such termination is forwarded by diplomatic note, from one Government to the other, not less than 90 days in advance of termination.

DONE at Brasília, on the 14 of June, 1982, in duplicate, in the English and Portuguese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL:

[2]

[1] Langhorne A. Motley.
[2] R. S. Guerreiro.

ACORDO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA E O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL PARA O USO DO SATELITE AMBIENTAL OPERACIONAL GEOESTACIONÁRIO NO PLANO NACIONAL BRASILEIRO DE PLATAFORMAS DE COLETA DE DADOS

O Governo dos Estados Unidos da América

e

O Governo da República Federativa do Brasil

DESEJOSOS de cooperar na coleta de dados ambientais,

ACORDAM o seguinte:

ARTIGO I
Entidades Executoras

O Governo dos Estados Unidos da América designa como entidade executora, para implementar o presente Acordo, a "National Oceanic and Atmospheric Administration" (NOAA), através de seu "National Earth Satellite Service" (doravante denominado NESS), e o Governo da República Federativa do Brasil designa, para o mesmo propósito, a Comissão Brasileira de Atividades Espaciais (doravante denominada COBAE), com a participação do Conselho Nacional de Desenvolvimento Científico e Tecnológico (CNPq), através de seu Instituto de Pesquisas Espaciais (INPE).

ARTIGO II
Finalidade do Programa

O plano refere-se a extensas redes de Plataformas de Coleta de Dados (PCDs) temporizadas de Satélite Ambiental Operacional Geoestacionário (GOES) instaladas em território brasileiro. Uma das redes apoiará o Projeto da Organização Meteorológica Mundial/Programa das Nações Unidas para o Desenvolvimento (OMM/PNUD) de Hidrologia e Climatologia da Amazônia - PHCA. Os dados ambientais coletados pelas PCDs serão transmitidos pelo Sistema de Coleta de Dados (SCD) GOES e recebidos por uma estação terrena instalada nos laboratórios do INPE, em São José dos Campos, Brasil, onde serão processados e distribuídos entre os usuários locais. Certas porções desses dados poderão ser distribuídas através do Sistema Global de Telecomunicações.

ARTIGO III
Disposições Gerais

A. Só estarão qualificados para utilizar o SDC GOES aqueles usuários de PCDs cujos dados estejam dentro da definição de dados ambientais, segundo os acordos internacionais de telecomunicações, para os quais as frequências são alocadas. Dados ambientais são definidos como observações e medições das propriedades físicas, químicas, ou biológicas dos oceanos, rios, lagos, terra firme, e atmosfera, incluindo espaço.

B. A autorização para o GOES utilizar a banda de radiofrequência de 401,7 a 402,1 MHz como enlace de subida e a banda de radiofrequência de 468,750 a 468,950 MHz como enlace de descida consta, respectivamente, dos extratos de números 7422589, 8149078, e 8150578 do Subcomitê de Atribuição de Frequência/Comitê Consultivo Interdepartamental de Rádio. O extrato número 8149078 autoriza o NESS a alocar canais de frequência à COBAE. O NESS também fornecerá códigos de endereços.

C. É de responsabilidade da COBAE obter da agência nacional apropriada a autorização para operar suas plataformas nos canais de frequência designados pelo NESS.

D. O NESS, normalmente, não atribuirá um canal à COBAE para seu uso exclusivo; entretanto, tal atribuição poderá ocorrer quando a COBAE apresentar necessidades suficientes conforme determinado pelo NESS.

E. O NESS se reserva o direito de encerrar ou temporariamente sustar seu apoio às plataformas da COBAE neste programa caso limitações do satélite ou do equipamento de terra exijam redução ou eliminação de serviços.

F. Em outras condições que não as citadas na alínea E, a COBAE será notificada das alterações significativas nas características técnicas do sistema com antecedência suficiente para poder reorganizar o seu programa de observações. Tal notificação será normalmente feita três anos antes da alteração.

G. A menos que outras partes do presente Acordo especifiquem exceções, os dados coletados para a COBAE estarão, no NESS, à disposição de outras partes interessadas, caso o NESS considere conveniente.

H. Todas as Plataformas de Coleta de Dados que a COBAE pretende usar como parte do Sistema de Coleta de Dados GOES estão sujeitas a homologação pelo NESS antes de serem instaladas. Qualquer modificação na aparelhagem de rádio das PCDs posterior à homologação inicial tornará necessária nova homologação antes de ser utilizada no Sistema de Coleta de Dados GOES. As modificações que requerem nova homologação dizem respeito a alterações nos mecanismos de tempo ou de segurança, ou a qualquer outra parte da aparelhagem de rádio das PCDs que não correspondem à homologação original ou aos atuais padrões de aparelhagem de rádio das Plataformas de Coleta de Dados do NESS.

76-827 - 88 - 7

I. O NESS, em consulta com a COBAE, estabelecerá os horários de coleta de dados e tamanho das mensagens para os usuários de PCDs assim como os horários e métodos para a disseminação desses dados.

J. Todas as transmissões das PCDs para os satélites GOES serão coordenadas com o NESS antes do início da transmissão.

K. A COBAE será responsável pelo fornecimento de verbas e equipamentos necessários para a parte do programa a ser realizada nos locais onde serão instaladas as PCDs.

L. A COBAE elaborará relatórios periódicos, mediante solicitação do NESS, sobre as aplicações dos dados coletados pelo uso do Sistema de Coleta de Dados GOES.

M. O Governo dos Estados Unidos da América não será responsabilizado por danos ou lesões resultantes do uso do Sistema de Coleta de Dados GOES.

N. Cada Parte é responsável por assegurar que as disposições do presente Acordo atendam às exigências de seu programa. Cada uma das Partes poderá solicitar emendas a este Acordo, as quais serão efetivadas mediante consentimento mútuo, entrando a alteração em em vigor.

O. Sempre que a COBAE considerar necessário, poderá interromper a operação de suas Plataformas de Coleta de Dados.

P. Disposições adicionais relativas à operação do sistema constam do Memorando Técnico concluído entre o NESS e o INPE.

Q. Todos os dados operacionais coletados serão adquiridos pela estação rastreadora terrena do INPE.

R. A possibilidade de a COBAE e o NESS desenvolverem suas atividades nos termos do presente Acordo está sujeita à disponibilidade dos fundos adequados.

ARTIGO IV

Entrada em vigor e denúncia

O presente Acordo entrará em vigor na data de sua assinatura. Terá a duração de dez anos, salvo denúncia efetuada a critério da COBAE ou NOAA, a ser formalizada por via diplomática, entre os dois Governos, com antecipação mínima de noventa dias.

Feito em Brasília, aos 14 dias do mês de junho de 1982, em dois exemplares originais, nos idiomas inglês e português, sendo ambos os textos igualmente autênticos.

PELO GOVERNO DOS ESTADOS UNIDOS DA AMERICA:

PELO GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL:

HONG KONG

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Hong Kong June 23, 1982;
Entered into force June 23, 1982;
Effective January 1, 1982.

The American Consul General to the Hong Kong Director of Trade Industry and Customs

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

No. 1 Hong Kong, June 23, 1982

Sir:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973, as extended by the Protocol adopted on December 22, 1981.[1]

I also refer to discussions between representatives of the Government of Hong Kong and the Government of the United States of America in Washington from February 8 to February 12, 1982, and in Hong Kong from March 11 to March 21, 1982, concerning exports of cotton, wool and man-made fiber textiles and textile products manufactured in Hong Kong which are exported to the United States. As a result of these discussions, I propose on behalf of the Government of the United States of America, under Article 4 of, and in conformity with, the Arrangement, the following Agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Hong Kong and the United States.

The Honorable
William Dorward, O.B.E., J.P.
Director of Trade Industry
and Customs
Hong Kong

[1]TIAS 7840, 10323; 25 UST 1001; 33 UST 4533.

1. (a) The term of the Agreement shall be from January 1, 1982 through December 31, 1987, except as provided in paragraph 16. The duration has been agreed in recognition by the Government of the United States of America of the importance to Hong Kong of stability in the textile trade and the need to ensure that stability and certainty throughout the 6-year life of the bilateral agreement.

(b) This Agreement replaces and supersedes the Agreement dated August 8, 1977, as amended,[1] with respect to the agreement year commencing on January 1, 1982 and ending December 31, 1982.

2. An "agreement year" shall be a calendar year, with the first agreement year commencing on January 1, 1982 and ending on December 31, 1982.

3. The Categories of textiles and textile products covered by the Agreement are as set out and described in Annex B. The determination of whether a textile or textile product is of cotton, wool, or man-made fiber shall be made in accordance with the terms of paragraph 8.

4. During the term of the Agreement, the Government of Hong Kong shall limit annual exports from Hong Kong of cotton, wool, and man-made fiber textiles and textile products of Hong Kong origin to the United States of America, to the Specified Limits and Sub-Limits set forth in Annex A hereto, as such limits may be adjusted in accordance with paragraphs 5 and 6. The limits set out in Annex A are without such adjustments. All textiles and textile products in Categories not subject to Specified Limits may be exported from Hong Kong to the United States of America only in accordance with paragraph 7. Shipments valued at U.S. 250 dollars or less which are exported from

[1] TIAS 8936, 9291, 9611, 9714, 10117; 29 UST 2184; 30 UST 1810; 31 UST 294; 32 UST 486; 33 UST 1392.

Hong Kong to the United States of America shall not be subject to the limits in Annex A or the procedures of paragraph 7.

5. During any agreement year, the limits of the Categories and Sub-categories set out in Annex A, or pursuant to an amendment to Annex A of this Agreement, may be exceeded by not more than the percentages set out in Annex C, provided that a corresponding reduction as calculated in square yards equivalent on the basis of the conversion factors set out in Annex B and, in the case of merged Categories, in paragraph 9, is made in one or more Specified Limits set out in Annex A. As regards merged Category 633/634/635, the conversion factor of the affected sub-limit or sub-limits will apply. Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 6.

6. (a) The extent to which any Specified Limit or Sub-limit set out in Annex A may, after consultation between the Government of Hong Kong and the Government of the United States of America, be exceeded in either year of any two subsequent agreement years by carry forward and/or carryover, is 10 percent, of which carry forward shall not represent more than 5 percent.

(b) Following consultations pursuant to paragraph 6(a) above, between the Government of Hong Kong and the Government of the United States of America in Hong Kong from March 11 to March 21, 1982, it was agreed that in respect of Category 648 Hong Kong will, notwithstanding the carry forward percentage of 5 percent specified in paragraph 6(a) above, be accorded 7.15 percent carry forward in each agreement year for the life of the Agreement. Both governments agree to consult, in the 1986 agreement year, in relation to any problem that may arise during the 1987 agreement year from the continuous use of this provision in respect of Category 648.

7. In view of the well established and effective Hong Kong system of export authorization and licensing, and the desire of both governments to eliminate real risks of market disruption, the following procedures shall apply to each Category not subject to a Specified Limit:

(a) The Government of Hong Kong shall provide reports on export authorizations (EAs) issued for exports to the United States of America of such Categories as frequently and in such detail as may be requested.

(b) The Government of the United States of America may request consultations with a view to agreement on an appropriate level of restraint for any Category not given a Specified Limit for any agreement year whenever, in the view of the Government of the United States of America, conditions in its market are such that a limitation on further trade in any such Category is necessary in order to eliminate a real risk of market disruption.

(c) The request for such consultations shall be supported as soon as possible, and in any case within 21 days of the date of the request, by a statement of market conditions in the United States of America which in the opinion of the Government of the United States of America make necessary the request for consultations. The statement shall include data similar to that contemplated in paragraphs I and II of Annex A of the Arrangement.

(d) Upon receipt of a request for such consultations, the Government of Hong Kong, as requested by the Government of the United States of America, shall cease or otherwise limit further issuance of EAs for a period of seven (7) U.S. working days. The Government of the United States of America may request Hong Kong to extend the period of seven (7) U.S. working days mentioned above and may also request Hong Kong to limit the issuance of EAs to a level different

from that specified in paragraph 7(e) (I) and (II) below, whichever is applicable. The Government of Hong Kong shall consider any such request sympathetically and shall respond promptly. Unless agreed otherwise, the Government of Hong Kong shall have the right, following the expiry of the period of seven (7) U.S. working days mentioned above, to resume the issuance of EAs up to the level specified in paragraph 7(e) (I) or (II) below, whichever is applicable. EAs thus issued, as well as EAs issued prior to receipt of the request for consultations, may be honored by the issuance of export licences by the Government of Hong Kong.

The two governments, unless otherwise agreed, shall consult as soon as possible within 30 days of the request for such consultations and shall make their best efforts to complete such consultations within 30 days of the commencement.

(e) (I) In the event that consultations do not result in agreement, the Government of the United States of America shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the agreement year in which the request for consultations is made to a level not less than the highest of:

(a) The level of the trade in the relevant product or category for the immediate preceding year plus either 15 percent of that level (in the case of cotton and man-made fiber products) or 6 percent of that level (in the case of wool products),

(b) The average of the level of trade in the relevant product or category for all previous years since January 1, 1981, plus either 15 percent of that level (in the case of cotton and man-made fiber products), or 6 percent of that level (in the case of wool products), or

(c) The limit requested by the Government of the United States of America for the cessation of issuance of EAs in accordance with paragraph 7(d) hereof.

(II) Except as provided for in paragraph 7(e)(IV) below, in respect of any product or category where a limit has been established for a single agreement year and where, in the immediately subsequent agreement year the Government of the United States of America makes another request for consultations under paragraph 7(b) of this Agreement, and, in the event that such consultations do not result in agreement, the Government of the United States of America shall have the right to request the Government of Hong Kong to limit exports of the relevant products during the agreement year in which the request for consultations is made, to a level not less than the higher of:

(a) The limit established for the immediately preceding year plus either 8 percent of that limit (in the case of cotton and man-made fiber products) or 3 percent of that limit (in the case of wool products).

(b) The limit requested by the Government of the United States of America for the cessation of issuance of EAs in accordance with paragraph 7(d) hereof.

(III) Where the Government of the United States of America makes a request under paragraph 7(e) (I) or (II) hereof, the Government of Hong Kong agrees that it will honor such a request.

(IV) In respect of any product or category for which a limit is established in any one agreement year, either government may, prior to the start of the immediately following agreement year, elect to convert that limit into a Specified Limit effective as such, from January 1 of the immediately following agreement year.

Where such a conversion is made, the Specified Limit so created shall, from the date of effectiveness, be accorded growth at 2 percent per annum. The Specified Limit so created shall, from the year of effectiveness, be accorded flexibility at 7 percent pursuant to paragraph 5 of the Agreement, and in subsequent years the flexibility provisions as set out in paragraph 6 of the Agreement shall also apply.

(V) Should two requests in respect of the same product or category be made under paragraph 7(b) hereof during the term of this Agreement but in different agreement years, not being consecutive years, the provisions of paragraph 7(e) (I) shall apply to the second of the two requests.

(VI) The two governments agree that the provisions of paragraph 7 hereof shall not derogate from the rights of the two governments under paragraph 17 of this Agreement.

(VII) For the purpose of paragraph 7 hereof, the phrase "level of trade" shall mean the level of trade established by consultations to be held within the first six months of each agreement year, or, where such consultations have not been completed, the level of trade by date of export.

(f) In the implementation of this provision, the Government of Hong Kong shall advise the Government of the United States of America, immediately upon receipt of any unusual concentration of applications for EAs in a particular category.

(g) The two governments shall consult as early as possible, with regard to problems that may arise if paragraph 7 hereof is invoked near the end of an agreement year, to consider the possibilities of avoiding undue hardship to the trade.

8. (a) Tops, yarns, piece goods, made-up articles, garments and other textile manufactured products, all being products which derive their chief characteristics from their textile components, of cotton, wool, man-made fibers, or blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(b) For the purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of any of these fibers. Any product covered by subparagraph (a) above but not in chief value of cotton or wool or man-made fiber shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component;

(ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers; and

(iii) Man-made fiber textiles if neither of the foregoing applies.

9. (a) The system of Categories and the rates of conversion into square yards equivalent listed in Annex B hereto shall apply in implementing this Agreement, except as provided for in paragraph 9 hereof.

(b) For the purposes of this Agreement and with reference to the particular circumstances of Hong Kong's trade patterns with the United States of America, the Categories below are merged as indicated and treated as

single Categories, with limits for Categories and Sub-Categories as set out in Annex A.

Categories Merged	Designation in Agreement
1) 333 and 334	333/334
2) 338 and 339	338/339
3) 347 and 348	347/348
4) 445 and 446	445/446
5) 447 and 448	447/448
6) 633, 634 and 635	633/634/635
7) 638 and 639	638/639
8) 645 and 646	645/646

For the purposes of paragraph 5, the conversion factors for individual Categories set out in Annex B shall be applied, except that for Categories 333 and 334 the conversion factor shall be 39.5 square yards equivalent per dozen, for Categories 633 and 634 the conversion factor shall be 40.6 square yards equivalent per dozen, and for Categories 638 and 639 the conversion factor shall be 15.5 square yards equivalent per dozen.

(c) Merged Category 338/339 is divided into two Categories, "cotton tank tops, knit (338/339 - tank tops)" and "cotton shirts and blouses other than tank tops, knit (338/339 - other)"

(d) The Government of the United States of America reserves the right to consult with the Government of Hong Kong, under the provisions of paragraph 18, should the trade patterns referred to above change significantly.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

11. The two governments recognize that the successful implementation of this Agreement depends in large part on alignment of the classification practices of both governments. The two governments shall monitor classification procedures and shall consult on actual or potential classification differences.

12. A visa system, in the form attached as Annex D, shall apply to facilitate implementation of this Agreement.

13. (a) The two governments recognize that the successful implementation of this Agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Hong Kong with data on monthly imports of cotton, man-made fiber and wool textile products from Hong Kong. The Government of Hong Kong shall promptly supply the Government of the United States of America with pertinent data on anticipated exports in Categories not subject to Specified Limits and data on monthly exports of cotton, man-made fiber and wool products to the United States of America.

(b) Each government agrees to supply promptly any other available statistical data necessary to the implementation of this Agreement requested by the other government.

14. The Government of Hong Kong shall use its best efforts to space exports from Hong Kong to the United States of America within each Category or Sub-Category (or combination of Categories) evenly throughout each agreement year, taking into consideration normal seasonal factors.

15. If, having regard to the provisions of the Arrangement, the Government of Hong Kong considers that Hong Kong is being placed in an inequitable position vis-a-vis a third country, the Government of Hong Kong may request consultations with the Government of the United States of America with a view to taking appropriate remedial action. The Government of the United States of America shall consult with the Government of Hong Kong in the event of such a request.

16. This Agreement may be terminated either by mutual consent of the two governments at any time, or by either government, effective at the end of an agreement year, upon written notice to the other government to be given at least 180 days prior to the end of such agreement year.

17. Each government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this Agreement. For textiles and textile products covered by this Agreement, it is agreed that either of the parties may have recourse to any and all of the provisions of the Arrangement, save that the Government of the United States of America waives its rights under Article 3 of the Arrangement with respect to products covered by this Agreement as long as this Agreement remains in effect.

18. The Government of Hong Kong and the Government of the United States of America agree to consult, at the request of either government, on any question arising in the application of this Agreement.

If the foregoing proposal is acceptable to the Government of Hong Kong, this Note and your Note of acceptance on behalf of the Government of Hong Kong shall constitute an Agreement between the Government of the United States of America and the Government of Hong Kong.

Accept, Sir, the renewed assurances of my highest consideration.

[1]

Burton Levin

[1] Burton Levin.

Annex A

	Category or Sub-Category Number	Unit of Measure	First Year Units	Second Year Units	Third Year Units	Fourth Year Units	Fifth Year Units	Sixth Year Units
Cotton								
Twills and Sateens	(317)	syd.	53,573,384	54,376,985	55,192,640	56,020,530	56,860,838	57,713,751
Gloves	(331)	dpr.	3,426,355	3,443,487	3,460,704	3,478,008	3,495,398	3,512,875
Coats, M and B	(333/334)	doz.	208,473	211,600	214,774	217,996	221,266	224,585
Coats, W, G and I	(335)	doz.	280,977	282,382	283,794	285,213	286,639	288,072
Tank tops	(338/9 - tank tops)	doz.	1,866,923	1,876,258	1,885,639	1,895,067	1,904,542	1,914,065
Shirts and blouses other than tank tops, knit	(338/9 - other)	doz.	2,517,039	2,529,624	2,542,272	2,554,983	2,567,758	2,580,597
Shirts, not knit	(340)	doz.	2,410,331	2,422,383	2,434,495	2,446,667	2,458,900	2,471,195
Blouses, not knit	(341)	doz.	2,441,399	2,453,606	2,465,874	2,478,203	2,490,594	2,503,047
Skirts	(342)	doz.	388,963	394,797	400,719	406,730	412,831	419,023
Sweaters	(345)	doz.	305,582	310,166	314,818	319,540	324,333	329,198
Trousers, slacks, shorts (outer)	(347/348)	doz.	5,761,399	5,790,206	5,819,157	5,848,253	5,877,494	5,906,881
M and B	((347))	doz.	(2,835,541)	(2,849,719)	(2,863,968)	(2,878,288)	(2,892,697)	(2,907,142)
W, G and I	((348))	doz.	(4,366,207)	(4,388,038)	(4,409,978)	(4,432,028)	(4,454,188)	(4,476,459)
Dressing gowns	(350)	doz.	101,080	102,596	104,135	105,697	107,282	108,891
Pajamas and others nightwear	(351)	doz.	1,030,467	1,035,619	1,040,797	1,046,001	1,051,231	1,056,487

	Category or Sub-Category Number	Unit of Measure	First Year Units	Second Year Units	Third Year Units	Fourth Year Units	Fifth Year Units	Sixth Year Units
Wool								
Coats, W, G and I	(435)	doz.	57,762	58,051	58,341	58,633	58,926	59,221
Dresses	(436)	doz.	86,302	86,734	87,168	87,604	88,042	88,482
Knit shirts and blouses	(438)	doz.	750,430	754,182	757,953	761,743	765,552	769,380
Suits, M and B	(443)	doz.	8,543	8,586	8,629	8,672	8,715	8,759
Sweaters	(445/446)	doz.	1,171,550	1,177,408	1,183,295	1,189,211	1,195,157	1,201,133
Trousers, slacks and shorts	(447/448)	doz.	51,836	52,095	52,355	52,617	52,880	53,144
Man-made Fiber								
Coats	(633/634/635)	doz.	937,815	951,882	966,160	980,652	995,362	1,010,292
M and B	((633/634))	doz.	(343,429)	(348,580)	(353,809)	(359,116)	(364,503)	(369,971)
W, G and I	((635))	doz.	(735,058)	(746,084)	(757,275)	(768,634)	(780,164)	(791,866)
Knit shirts and blouses	(638/639)	doz.	4,183,958	4,204,878	4,225,902	4,247,032	4,268,267	4,289,608
Blouses, not knit	(641)	doz.	722,971	726,586	730,219	733,870	737,539	741,227
Sweaters	(645/646)	doz.	1,208,010	1,214,050	1,220,120	1,226,221	1,232,352	1,238,514
Trousers, slacks and shorts (outer) W, G and I	(648)	doz.	969,079	973,924	978,794	983,688	988,606	993,549

Annex B

Category	Description	Conversion Factor	Unit of Measure
	Yarn		
	Cotton		
300	Carded	4.6	LB.
301	Combed	4.6	LB.
	Wool		
400	Tops and Yarn	2.0	LB.
	Man-made Fiber		
600	Textured	3.5	LB.
601	Continuous Cellulosic	5.2	LB.
602	Continuous Non-cellulosic	11.6	LB.
603	Spun Cellulosic	3.4	LB.
604	Spun Non-cellulosic	4.1	LB.
605	Other Yarns	3.5	LB.
	Fabric		
	Cotton		
310	Ginghams	1.0	SYD.
311	Velveteens	1.0	SYD.
312	Corduroy	1.0	SYD.
313	Sheeting	1.0	SYD.
314	Broadcloth	1.0	SYD.
315	Printcloths	1.0	SYD.
316	Shirtings	1.0	SYD.
317	Twills and Sateens	1.0	SYD.
318	Yarn-dyed	1.0	SYD.
319	Duck	1.0	SYD.
320	Other fabrics, not knit	1.0	SYD.
	Wool		
410	Woolens and worsted	1.0	SYD.
411	Tapestries and upholstery	1.0	SYD.
425	Knit	2.0	LB.
429	Other fabrics	1.0	SYD.
	Man-made Fiber		
610	Continuous Cellulosic, not knit	1.0	SYD.
611	Spun cellulosic, not knit	1.0	SYD.
612	Continuous Non-cellulosic, not knit	1.0	SYD.
613	Spun Non-cellulosic, not knit	1.0	SYD.
614	Other fabrics, not knit	1.0	SYD.
625	Knit	7.8	LB.
626	Pile and tufted	1.0	SYD.
627	Specialty	7.8	LB.

Category	Description	Conversion Factor	Unit of Measure
	Apparel		
	Cotton		
330	Handkerchiefs	1.7	DZ.
331	Gloves	3.5	DPR.
332	Hosiery	4.6	DPR.
333	Suit-type Coats, M and B	36.2	DZ.
334	Other Coats, M and B	41.3	DZ.
335	Coats, W, G and I	41.3	DZ.
336	Dresses (including uniforms)	45.3	DZ.
337	Playsuits, Sunsuits, Washsuits, Creepers, Rompers, etc.	25.0	DZ.
338	Knit Shirts (including T-shirts, other and Sweatshirts) M and B	7.2	DZ.
339	Knit Shirts and Blouses (including T-shirts, other and Sweatshirts) W, G and I	7.2	DZ.
340	Shirts, not knit	24.0	DZ.
341	Blouses, not knit	14.5	DZ.
342	Skirts	17.8	DZ.
345	Sweaters	36.8	DZ.
347	Trousers, Slacks and Shorts (outer), M and B	17.8	DZ.
348	Trousers, Slacks and Shorts (outer), W, G and I	17.8	DZ.
349	Brassieres, etc.	4.8	DZ.
350	Dressing Gowns, Including Bathrobes, and Beach Robes, Lounging gowns, House Coats, and Dusters	51.0	DZ.
351	Pajamas and Other Nightwear	52.0	DZ.
352	Underwear (including Union Suits)	11.0	DZ.
353	Down and Feather filled Coats, Jackets, Vests M and B	41.3	DZ.
354	Down and Feather filled Coats, Jackets, Vests W, G and I	41.3	DZ.
359	Other Apparel	4.6	LB.
	Wool		
431	Gloves	2.1	DPR.
432	Hosiery	2.8	DPR.
433	Suit-type Coats, M and B	36.0	DZ.
434	Other Coats, M and B	54.0	DZ.
435	Coats, W, G and I	54.0	DZ.
436	Dresses	49.2	DZ.
438	Knit Shirts and Blouses	15.0	DZ.
440	Shirts and Blouses, not knit	24.0	DZ.
442	Skirts	18.0	DZ.
443	Suits, M and B	54.0	DZ.
444	Suits, W, G and I	54.0	DZ.
445	Sweaters, M and B	14.88	DZ.
446	Sweaters, W, G and I	14.88	DZ.
447	Trousers, Slacks, and Shorts (outer), M and B	18.0	DZ.
448	Trousers, Slacks, and Shorts (outer), W, G and I	18.0	DZ.
459	Other Wool Apparel	2.0	LB.

Category	Description	Conversion Factor	Unit of Measure
	Man-made Fiber		
630	Handkerchiefs	1.7	DZ.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.
633	Suit-type Coats, M and B	36.2	DZ.
634	Other Coats, M and B	41.3	DZ.
635	Coats, W, G and I	41.3	DZ.
636	Dresses	45.3	DZ.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	DZ.
638	Knit Shirts (including T-shirts), M and B	18.0	DZ.
639	Knit Shirts and Blouses (including T-shirts), W, G and I	15.0	DZ.
640	Shirts, not knit	24.0	DZ.
641	Blouses, not knit	14.5	DZ.
642	Skirts	17.8	DZ.
643	Suits, M and B	54.0	DZ.
644	Suits, W, G and I	54.0	DZ.
645	Sweaters, M and B	36.8	DZ.
646	Sweaters, W, G and I	36.8	DZ.
647	Trousers, Slacks, and Shorts (outer), M and B	17.8	DZ.
648	Trousers, Slacks and Shorts (outer), W, G and I	17.8	DZ.
649	Brassieres, etc.	4.8	DZ.
650	Dressing Gowns, including Bathrobes and Beach Robes	51.0	DZ.
651	Pajamas and other Nightwear	52.0	DZ.
652	Underwear	16.0	DZ.
653	Down and Feather filled Coats, Jackets, Vests M and B	41.3	DZ.
654	Down and Feather filled Coats, Jackets, Vests W, G and I	41.3	DZ.
659	Other Apparel	7.8	LB.
	Made-ups and Miscellaneous		
	Cotton		
360	Pillowcases	1.1	NO.
361	Sheets	6.2	NO.
362	Bedspreads and Quilts	6.9	NO.
363	Terry and Other Pile Towels	0.5	NO.
369	Other Cotton Manufactures	4.6	LB.
	Wool		
464	Blankets and Auto Robes	1.3	LB.
465	Floor Covering	0.1	SFT.
469	Other Wool Manufactures	2.0	LB.
	Man-made Fiber		
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	LB.
669	Other Man-made Fiber Manufactures excluding Luggage, Handbags and Flat Goods, wholly or in part of Braid; other Man-made Fiber Handbags; other Man-made Fiber Luggage; and other Flat Goods of Materials other than Cotton	7.8	LB.

Annex C

Category or Sub-category Number	Percentage
317	6
331	5
333/4	6
335	5
338/9 - tank tops	5
338/9 - other	5
340	5
341	5
342	6
345	6
347/8	5
(347)	5
(348)	5
350	6
351	5
435	5
436	5
438	5
443	5
445/6	5
447/8	5
633/4/5	6
(633/4)	6
(635)	6
638/9	5
641	5
648	5

Annex D

1. Each shipment of textile apparel products under the terms of the Agreement produced or manufactured in Hong Kong and exported to the United States of America shall be accompanied by an export visa issued by the Government of Hong Kong. The export visa shall be a signed copy of a Hong Kong export licence with a stamp on the front, reading "Approved for export to the USA," signed by an authorised official of the Government of Hong Kong. The Category or Categories and quantities in the shipment shall be correctly indicated on the visa. Visas covering shipments of products classified in merged Categories with Sub-categories shall cite the quantity or quantities and Sub-category or Sub-categories in which the goods are classified. Visas covering shipments for products classified in Categories which have been merged without Sub-categories shall cite all of the categories comprising the merged Category. Where a shipment is valued at 250 dollars (U.S. dollars) or less, the visas need not indicate the Category or Categories but shall indicate 'at 250 dollars or less'.

2. The names and facsimile signatures of the officials authorised to issue and sign textile export visas shall be supplied by the Government of Hong Kong. The Government of Hong Kong shall notify the Government of the United States of America of any changes of authorised officials and shall provide facsimiles of newly authorized officials' signatures. A limited number of officials shall be authorized to issue visas.

3. The Government of the United States of America shall publish in the Federal Register the visa system as described herein, upon receipt of a sample copy of the visa and authorized signatures.

4. Textile apparel products produced or manufactured in Hong Kong included under the terms of the Agreement and exported to the United States of America which are not accompanied by a valid and correct visa in accordance with this Annex shall be denied entry by the Government of the United States of America. However, where the quantity indicated on the visa is above that of the shipment, entry may be permitted.

5. The Government of the United States of America and the Government of Hong Kong shall take all appropriate steps to ensure compliance with this visa arrangement and the Agreement.

The Hong Kong Director of Trade Industry and Customs to the American Consul General

Trade Industry and Customs Department 工商署

Director of Trade Industry and Customs

CR/EIC 110/5/3/111

23 June 1982

Sir,

I refer to your note No. 1 of today's date proposing an Agreement between the Governments of the United States of America and Hong Kong under Article 4 of, and in conformity with, the Arrangement Regarding International Trade in Textiles, and confirm that it is acceptable to my Government.

Accept, Sir, the renewed assurances of my highest consideration.

(W. Dorward)

Mr. Burton Levin,
Consul-General,
American Consulate-General,
26 Garden Road,
Hong Kong.

PEOPLE'S REPUBLIC OF CHINA

Trade in Textiles and Textile Products

Agreement amending the agreement of September 17, 1980, as amended.
Effected by exchange of letters
Signed at Washington July 16 and 19, 1982;
Entered into force July 19, 1982.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Chinese Commercial Counsellor

DEPARTMENT OF STATE

Washington, D.C. 20520

JUL 16 1982

Mr. An Dong
Minister-Counselor (Commercial Affairs)
Embassy of the People's Republic of China
2300 Connecticut Avenue
Washington, D.C. 20008

Dear Mr. An:

I refer to paragraph 8 of the Agreement between the United States of America and the People's Republic of China relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes on September 17, 1980[1] ("The Agreement") and to discussions held between representatives of our two Governments concerning exports from China to the United States of products classified in textile categories 315 ("Cotton Printcloth") and 320 (Other Cotton Fabrics, n.k.).

On behalf of my Government, I have the honor to propose the following:

1. For purposes of "The Agreement", category 315 and the items covered under TSUSA number 326.0092 in category 320 shall be merged and treated as a single category.

2. Annex B of "The Agreement" shall be amended to establish a specific limit for this category as follows:

Category	1/19/82 - 12/31/82
315 plus TSUSA # 326.0092	167,000,000 square yards

3. No swing shall be available for this category in 1982. This arrangement is without prejudice to any new agreement.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement which shall enter into force on the date of your reply.

Sincerely,

Denis Lamb

Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

[1] TIAS 9820, 10271; 32 UST 2071; 33 UST 3941.

The Chinese Commercial Counsellor to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

THE EMBASSY OF THE PEOPLE'S REPUBLIC OF CHINA
2300 Connecticut Avenue, N.W.
Washington, D.C. 20008

July 19, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
U.S. Department of State
Washington, D.C. 20520

Dear Mr. Lamb,

I have the honor to acknowledge receipt of your letter dated July 16, 1982 in which you proposed an amendment of Agreement between the People's Republic of China and the United States of America relating to trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, and to refer to discussions held between representatives of our two Governments concerning exports from China to the United States of products classified in textile category 315("Cotton printcloth") and the items covered under TSUSA number 326.0092 in category 320.

I wish to confirm, on behalf of the Government of the People's Republic of China, that this proposal is acceptable. Therefore, your letter and this letter of confirmation shall constitute an amendment to the Agreement between our two Governments on this subject.

Sincerely,

An Dong
Commercial Counsellor

FRANCE

Scientific Cooperation: Geological Sciences

Memorandum of understanding signed at Orleans and Reston July 8 and 23, 1982;
Entered into force July 23, 1982.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND
SERVICE GEOLOGIQUE NATIONAL
OF THE
BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES
OF THE FRENCH REPUBLIC
COVERING
COOPERATION IN THE FIELD OF
GEOLOGICAL SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as USGS), and the Bureau de Recherches Géologiques et Minières (Service Géologique National) of the French Republic (hereinafter referred to as BRGM) have agreed to enter into a program of cooperation in the geological sciences in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum).

The purpose of this Memorandum is to establish a framework for the exchange of technical knowledge and augmentation of technical capabilities of USGS and BRGM (hereinafter sometimes referred to as the "Parties") with respect to geological sciences. For cooperation requested by BRGM that extends into subjects outside the scope of USGS, USGS may, with the consent of BRGM, and subject to United States laws, executive orders, regulations, and policies, endeavor to enlist the participation of other United States entities. BRGM may, with the consent of USGS, include the participation of other organizations of France in the development of activities contained within the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, such subjects of mutual interest as environmental and regional geology; geothermal investigations; remote sensing applications; applied geophysics; geochemistry; concepts and methods for exploration and evaluation of energy, mineral, and water resources; seismotectonics; geologic hazards; engineering geology applications; and computer applications for geologic studies. One of the first areas of cooperation to be addressed will be computer processing of remotely sensed data. All activities are subject to applicable laws and regulations of France and the United States.

ARTICLE III. Sources of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. Each Party will cover its own expenses except when special financing is obtained for specific joint projects. Such joint projects, which will be carried out under the terms of this Memorandum, will be financed by the Parties from their respective funds in accordance with a financial plan that must be agreed upon by the Parties before each project is initiated.

ARTICLE IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except for such information and data that are identified by a Party as requiring protection for its national security or interest, or are otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party, but with the written permission of the protected Party, may be made available by the other Party in accordance with its national laws. Each Party can request copyright protection for its own information and data in the country of the other Party.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually agreed upon by the Parties, will review the activities under this Memorandum. The designated representatives of the Parties will meet, if necessary, once a year. The annual activity reports and the programs for the following year will be exchanged. With the exception of specific projects for which it is otherwise decided by written agreement, each agency reserves the right to review the cooperative program during the year, in the

light of financial, personnel, or other considerations. In case of modification of the programs, each Party will inform the other of its decisions and its intentions regarding the continuation of operations.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party; however, the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements and the allocation and protection of property rights, shall be confirmed in writing between the Parties. Any activity involving other than the exchange of technical information or exchange visits of individuals shall be described in an Annex to this Memorandum. The Annex shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an Annex hereto, the terms of this Memorandum shall be controlling.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon the signature by both Parties and remain in force for three (3) years from that date. It may be modified or extended by mutual agreement, and may be terminated at any time by either Party upon ninety (90) days' written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects which are described in Annexes to this Memorandum which are initiated prior to such termination.

Done at Reston, Virginia, and ~~Orléans~~ in duplicate in the English and French languages, both equally authentic.

Geological Survey of the
Department of the Interior
United States of America

Name: DALLAS L. PECK
Title: Director, U.S. Geological Survey
Date: July 23, 1982

Bureau de Recherches
Geologiques et Minieres of the
French Republic

Name: Juan GONI
Title: Responsable Mission Coopération scientifique internationale
Date: 8 juillet 1982

MEMORANDUM D'ACCORD
ENTRE
LE SERVICE DES ETUDES GEOLOGIQUES DU
MINISTERE DE L'INTERIEUR DES ETATS-UNIS D'AMERIQUE
ET
LE BUREAU DE RECHERCHES GEOLOGIQUES ET MINIERES
DE LA REPUBLIQUE FRANCAISE
CONCERNANT
LA COOPERATION DANS LE DOMAINE DES
SCIENCES GEOLOGIQUES

ARTICLE PREMIER. Champ d'application et buts

Le Service des études géologiques du Ministère de l'Intérieur des Etats-Unis (ci-après dénommé USGS) et le Bureau de Recherches géologiques et minières (Service géologique national) de la République Française (ci-après dénommé BRGM) sont convenus d'entreprendre un programme de coopération dans le domaine des sciences géologiques conformément au présent Mémorandum d'Accord (ci-après dénommé Mémorandum).

L'objectif du présent Mémorandum est d'établir un cadre pour l'échange de connaissances techniques et pour l'augmentation des capacités techniques de l'USGS et du BRGM (ci-après parfois dénommés les "Parties") en ce qui concerne les sciences géologiques. Pour ce qui est de la coopération demandée par le BRGM et qui touche des sujets hors des compétences de l'USGS, l'USGS peut, avec le consentement du BRGM et sous réserve des lois, décrets présidentiels, règlements et politiques des Etats-Unis, entreprendre d'obtenir la participation d'autres entités des Etats-Unis. Le

BRGM peut, avec le consentement de l'USGS, inclure la participation d'autres organisations françaises pour l'établissement d'activités entrant dans le champ d'action du présent Mémorandum.

ARTICLE II. Activités coopératives

Les activités coopératives aux termes du présent Mémorandum peuvent s'effectuer sous forme d'échange d'informations techniques, de visites d'échange, de recherche coopérative entre les scientifiques des Parties se livrant à des travaux de recherche d'un intérêt commun et à d'autres activités pouvant être approuvées d'un commun accord. Les domaines particuliers d'activité coopérative peuvent inclure, sans pour autant s'y limiter, des sujets d'intérêt commun tels que la géologie environnementale et régionale; les études de géothermie; les applications de la télédétection; la géophysique appliquée; la géochimie; les principes et les méthodes de prospection et d'évaluation des ressources énergétiques, minérales et hydrauliques; la sismotectonique; les dangers géologiques; les applications de l'ingénierie géologique; et l'application informatique des études géologiques. L'un des premiers domaines de coopération sera le traitement informatique des données obtenues par télédétection. Toutes les activités sont soumises aux lois et règlements applicables de la France et des Etats-Unis.

ARTICLE III. Sources de financement

Les activités coopératives aux termes du présent Mémorandum dépendront de l'appui financier et de la main-d'oeuvre dont disposeront les

Parties. Chaque Partie couvrira ses propres dépenses sauf lorsqu'un financement spécial sera obtenu pour des projets communs particuliers. De tels projets communs, qui seront entrepris aux termes du présent Mémorandum, seront financés par les Parties à partir de leurs fonds respectifs conformément à un plan financier qui doit être approuvé par les Parties avant que chaque projet ne soit entrepris.

ARTICLE IV. Droits en matière d'information, de données et d'innovations

Toutes les informations et données scientifiques, techniques et de développement utilisées au cours des travaux ou tirées de travaux exécutés au titre du présent Mémorandum ou au titre de toute Annexe y relative (ci-après dénommés "travaux exécutés au titre du Mémorandum") seront librement échangées entre les deux Parties et, sauf dans le cas d'informations et de données identifiées par une Partie comme requérant la protection pour des raisons de sécurité ou d'intérêt national, ou qui sont, pour d'autres raisons, susceptibles d'être protégées en tant que données de propriété exclusive, l'une ou l'autre des Parties, après consultation avec l'autre Partie, peut, à discrétion et sous réserve de ses lois nationales, publier les informations et les données. Toutes informations et données d'une Partie qui font l'objet d'une exception sont considérées comme confidentielles par l'autre Partie, mais, avec la permission écrite de la Partie protégée, peuvent être rendues disponibles par l'autre Partie conformément à ses lois nationales.

L'une ou l'autre des Parties peut demander la protection des droits d'auteur pour ses propres informations et données dans le pays de l'autre Partie.

ARTICLE V. Examen des activités

Les Parties désigneront des représentants qui, à des dates approuvées d'un commun accord par les Parties, examineront les activités entreprises au titre du présent Mémorandum. Les représentants désignés par les Parties se réuniront une fois par an si nécessaire. Les rapports annuels sur les activités et les programmes pour l'année suivante seront échangés. A l'exception de projets particuliers pour lesquels il en est décidé autrement par accord écrit, chaque organisme se réserve le droit d'examiner le programme coopératif durant l'année à la lumière de considérations touchant le financement, le personnel et autres. En cas de modification des programmes, chaque Partie informera l'autre de ses décisions et de ses intentions concernant la continuation des travaux.

ARTICLE VI. Déni de responsabilité

Les informations fournies par une Partie à l'autre Partie au titre du présent Mémorandum sont exactes pour autant que la Partie qui les fournit le sache et le croie; toutefois, la Partie fournissant les informations ne garantit pas que celles-ci conviennent

à tout usage ou application particulier qui en serait fait par la Partie les recevant ou par toute tierce Partie.

ARTICLE VII. Annexes concernant des projets

Les détails de toute activité approuvée aux titres du présent Mémorandum, y compris, le cas échéant, les détails concernant les mesures financières ainsi que l'attribution et la protection des droits de propriété, sont confirmés par écrit par les Parties. Toute activité autre que celles concernant l'échange d'informations techniques ou les visites d'échange d'individus est décrite dans une Annexe au présent Mémorandum. L'Annexe fait état d'un plan de travail, des besoins en personnel, des coûts estimatifs, de sources de financement et autres engagements, obligations ou conditions ne figurant pas dans le présent Mémorandum. En cas de toute incompatibilité entre les termes du présent Mémorandum et les termes de l'Annexe y relative, les termes du Mémorandum prévalent.

ARTICLE VIII. Entrée en vigueur et dénonciation

Le présent Mémorandum entre en vigueur à la date de la signature des deux Parties et demeure en vigueur pendant les trois (3) ans qui suivent cette date. Il peut être modifié ou prorogé sur commun accord et peut être dénoncé à tout moment par l'une ou l'autre des Parties sur préavis de quatre-vingt-dix (90) jours signifié par écrit à l'autre Partie. La dénonciation du présent

Mémorandum n'affecte ni la validité ni la durée des projets figurant dans les Annexes au présent Mémorandum qui sont entrepris avant ladite dénonciation.

Fait à Reston (Virginie) et à Orléans, en deux exemplaires dans les langues anglaise et française, les deux textes faisant également foi.

Geological Survey of the
Department of the Interior
United States of America

Nom DALLAS L. PECK
Titre Director, U.S. Geological Survey
Date July 23, 1982

Bureau de Recherches
géologiques et minières
de la République Française

Nom Juan GONI
Titre Responsable Mission Coopération scientifique internationale
Date 8 juillet 1982

MEXICO

Weather Stations

Agreement extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Mexico and Tlatelolco June 17 and July 16, 1982;
Entered into force July 16, 1982;
Effective August 1, 1982.

The American Embassy to the Mexican Department of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

NO. 1186

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Embassy's Note Number 208 dated February 3, 1982 and the Secretariat's Note Number 315434 dated February 19, 1982, extending the Mexican/United States Agreement on Cooperative Meteorological Observations[1] for a period of six months beginning February 1, 1982.

In that regard, the Embassy has been informed that the National Oceanic and Atmospheric Administration (NOAA) is requesting an additional six-month extension beginning August 1, 1982.

The purpose of the extension is to provide the National Oceanic and Atmospheric Administration additional time to finalize the amendments to update the present agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest consideration.

The Embassy of the United States of America
Mexico, D. F., June 17, 1982.

[1] TIAS 6941, 7927, 10331; 21 UST 1978; 25 UST 2450; *ante*, p. 1.

The Mexican Department of Foreign Relations to the American Embassy

316630

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de acusar recibo de su nota 1186 del 17 de junio del año en curso, con la que propone que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas del 3 y 19 de febrero de 1982, se prorrogue por seis meses más, a partir del 1o. de agosto del presente año.

Al respecto, la Secretaría informa a la Embajada que por parte del Gobierno de México no existe inconveniente en que dicho Programa se prorrogue por un período de seis meses, a partir del 1o. de agosto del presente año, a fin de que la Administración Nacional Oceánica y Atmosférica de su país, pueda presentar las propuestas de modificación al mencionado Programa.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 16 de julio de 1982.

A la Embajada de los
Estados Unidos de América,
México, D.F.

TRANSLATION

No. 316630

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 1186 of June 17, 1982, proposing that the Agreement for a Cooperative Meteorological Observation Program between the United Mexican States and the United States of America, last extended by an exchange of notes on February 3 and 19, 1982, be extended for an additional six months beginning August 1, 1982.

In this regard, the Department informs the Embassy that the Government of Mexico has no objection to the extension of the aforementioned Agreement for a period of six months beginning August 1, 1982, to allow the National Oceanic and Atmospheric Administration of the United States to submit the proposed amendments to the Agreement.

The Department of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Tlatelolco, D.F., July 16, 1982

[Initialed]

Embassy of the United States of America,
Mexico, D.F.

JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Joint determination signed at Washington July 23, 1982;
Entered into force July 23, 1982.
With related note.

JOINT DETERMINATION FOR REPROCESSING OF SPECIAL NUCLEAR MATERIAL OF UNITED STATES ORIGIN

Bearing in mind the Note Verbale of the Embassy of Japan of today's date, the considerations set out in the Joint Communique of the Government of the United States of America and the Government of Japan issued on October 30, 1981,[1] and Japan's continued adherence to the Treaty on the Non-Proliferation of Nuclear Weapons,[2] providing, in particular, for the effective and efficient application of safeguards by the International Atomic Energy Agency;

The Government of the United States of America and the Government of Japan hereby jointly determine pursuant to Article VIII C of the Agreement for Cooperation Between the Government of the United States of America and the Government of Japan Concerning Civil Uses of Atomic Energy of February 26, 1968, as amended,[3] that the provisions of Article XI of that Agreement may be effectively applied in respect of the reprocessing in the experimental Chemical Processing Facility at Tokai Mura ("CPF") of irradiated fuel elements containing fuel material received from the United States in amounts up to the design capacity of the CPF.

July 23, 1982

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard T. Kennedy [4]

FOR THE GOVERNMENT OF JAPAN

Yoshio Okawara [5]

[1] TIAS 10294; 33 UST 4228.
[2] Done July 1, 1968. TIAS 6839; 21 UST 483.
[3] TIAS 6517, 7306, 7758; 19 UST 5214; 23 UST 275; 24 UST 2323.
[4] Richard T. Kennedy.
[5] Yoshio Okawara.

[RELATED NOTE]

EMBASSY OF JAPAN
WASHINGTON

July 23, 1982

P - 50

The Embassy of Japan presents its compliments to the Department of State and has the honor to convey the following regarding the Chemical Processing Facility of the Power Reactor and Nuclear Fuel Development Corporation (PNC):

1. The PNC has completed the construction of the Chemical Processing Facility (CPF) at Tokai-mura, which is a laboratory for experiments on fast reactor spent fuel reprocessing, and the operation of which is scheduled to start in July, 1982.
2. The spent fuel to be reprocessed at the CPF will be largely of United States origin and will come from the experimental FBR "JOYO" of the PNC. If United States origin spent fuel from other facilities is to be reprocessed at the CPF, the Government of Japan will so inform the Government of the United States of America in advance.
3. The design capacity and the maximum estimated throughput of the CPF are both 7.2 kg/year spent fuel (approximately 0.6 kg plutonium).
4. The plutonium nitrate separated at the CPF will be kept in the storage tank located at the CPF and co-converted at appropriate intervals at the plutonium conversion facility at Tokai-mura to a mixed oxide product.

5. The mixed oxide product will be fabricated at the MOX fuel fabrication facility at Tokai-mura and used for Japan's fast breeder and advanced reactor research and development programs.

6. All nuclear material at the CPF will be subject to IAEA safeguards in accordance with the Agreement between the Government of Japan and the International Atomic Energy Agency in Implementation of Article III, 1 and 4 of the Treaty on the Non-Proliferation of Nuclear Weapons.

The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurance of its highest consideration.

PHILIPPINES

Health: Veterans Memorial Medical Center

Agreement signed at Manila July 28, 1982;
Entered into force July 28, 1982;
Effective October 1, 1981.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES CONTINUING THE OPERATIONS OF THE UNITED STATES VETERANS ADMINISTRATION IN THE PHILIPPINES

WHEREAS, the Congress of the United States by Public Law 96-385 approved October 7, 1980, and Public Law 97-72 approved November 3, 1981, as embodied in Subchapter IV of Chapter 17 of Title 38, United States Code, has provided for the extension of the operations of the United States Veterans Administration in the Philippines and for further assistance by grants-in-aid to the Republic of the Philippines for replacement and upgrading of equipment and for rehabilitation of the physical plant of the Veterans Memorial Medical Center, and

WHEREAS, commencing October 1, 1981, the Republic of the Philippines will assume full responsibility for the hospital and medical care and treatment of all Commonwealth Army veterans and New Philippine Scout veterans, and

WHEREAS, the United States of America is desirous of assisting the Republic of the Philippines in maintaining high quality medical care and treatment at the Veterans Memorial Medical Center, and

WHEREAS, the Republic of the Philippines is desirous of taking advantage of the provisions thereof for the purpose of continuing the operations of the United States Veterans Administration in the Philippines and for the purpose of replacement and upgrading of equipment and rehabilitation of the physical plant of the Veterans Memorial Medical Center.

The United States of America and the Republic of the Philippines have decided to conclude a new Agreement for the above purposes, the regulations relating to which the United States of America will promulgate in the Federal Register, and do hereby agree as follows:

TITLE I

PURPOSES OF CONTRACT

ARTICLE I. Subject to mutual agreement, the necessary appropriation acts of the United States Congress, and such rules and regulations as, from time to time, may be prescribed by the Administrator of Veterans Affairs of the United States, to whom the President of the United States has delegated the authority conferred upon him by Sections 631-633, Title 38, United States Code, the Administrator of Veterans Affairs of the United States will enter into a contract with the Director of the Veterans Memorial Medical Center subject to the approval of the Minister of National Defense of the Republic of the Philippines, as follows:

(a) To provide reimbursement to the Republic of the Philippines by the United States of America for hospital care in the Republic of the Philippines of United States veterans determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for service-connected disabilities, at a per diem rate to be jointly determined for each fiscal year by the two Governments

to be fair and reasonable;

(b) To provide reimbursement as described in (a) above for hospital care at the Veterans Memorial Medical Center of United States veterans determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for nonservice-connected disabilities if they are unable to defray the expenses of such care;

(c) To provide reimbursement for medical services in the Republic of the Philippines for United States veterans determined by the Administrator of Veterans Affairs of the United States to be in need of such medical services for service-connected disabilities which shall be provided either in the Veterans Memorial Medical Center or by contract, the rates to be jointly determined for each fiscal year by the two Governments to be fair and reasonable.

(d) To provide reimbursement for nursing home care in the Republic of the Philippines for any United States veteran who has been furnished hospital care and who has been determined by the Administrator of Veterans Affairs of the United States to be in need of such nursing home care at a per diem rate to be jointly determined for each fiscal year by the two Governments to be fair and reasonable but in no event to exceed 50 per centum of the per diem rate established pursuant to (a) above;

(e) To provide reimbursement for travel expenses of United States veterans incident to such hospitalization, medical services, or nursing home care which are authorized by the Administrator of Veterans Affairs of the United States;

(f) To provide that the contract shall remain in force until September 30, 1986, unless extended by the agreement of both parties;

(g) To provide that during the contract period specified in this article, subject to actual agreement of the officials designated to execute such actions, payments for hospital care and for medical services provided to United States veterans may consist in whole or in part of available medicines, medical supplies, and equipment furnished by the Administrator of Veterans Affairs of the United States to the Veterans Memorial Medical Center at valuations therefor as determined by the Administrator of Veterans Affairs of the United States, provided the valuations so determined shall not be less than the cost of the items furnished, including transportation;

(h) To provide that during the period covered by such contract the Republic of the Philippines and the Veterans Memorial Medical Center will replace and upgrade, as needed, the equipment of such hospital and will rehabilitate the existing physical plant and facilities of such hospital as soon as practicable to place the hospital on a sound and effective operating basis;

(i) To provide for grants by the Administrator of Veterans Affairs of the United States, on such terms and conditions as he may prescribe, to the Veterans Memorial Medical Center to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital, which shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for that purpose and in no event shall exceed the amount of $500,000 for each fiscal year during the period beginning October 1, 1981 and ending September 30, 1986.

TITLE II

DELEGATION OF AUTHORITY

ARTICLE 2. The Minister of National Defense of the Philippine Government, under the general direction of the President of the Republic of the Philippines, shall have full authority to administer for the Government of the Republic of the Philippines all matters relating to the provision of medical care and treatment for United States veterans, for replacement and upgrading of equipment and for rehabilitating the physical plant of the Veterans Memorial Medical Center.

TITLE III

USE OF FACILITIES OF THE VETERANS MEMORIAL MEDICAL CENTER

ARTICLE 3. As previously agreed between the two Governments, the ownership of the Veterans Memorial Medical Center and the equipment thereof has been vested in the Government of the Philippines and the use to which said hospital or any part or equipment thereof shall be devoted is for determination by mutual consent of the two Governments.

ARTICLE 4. Use by the Republic of the Philippines of the facilities of the Veterans Memorial Medical Center shall be discretionary with the Republic of the Philippines except that;

(a) First priority of admission and retention in the hospital shall be accorded Commonwealth Army veterans and new Philippine Scouts needing hospital care for service-connected disabilities associated with and aggravating service-connected disabilities.

(b) Second priority shall be accorded United States veterans who require hospital care for service-connected disabilities or nonservice-connected disabilities associated with and aggravating service-connected disabilites.

(c) Third priority shall be accorded Commonwealth Army veterans, New Philippine Scouts who served under Section 14 of the Armed Forces Voluntary Act of 1945, who enlisted before July 4, 1946, and who were discharged or released from such service under conditions other than dishonorable, and United States veterans with "wartime" service, who need hospital care for nonservice-connected disabilities.

TITLE IV

OTHER PROVISIONS

ARTICLE 5. It is agreed between the two Governments that the determination of legal eligibility and medical need for hospitalization and medical treatment of Commonwealth Army veterans and the New Philippine Scouts as well as their need for nursing home care, rests exclusively with the Ministry of National Defense; and

That the Republic of the Philippines will assume full financial responsibility for such hospitalization and medical treatment of Commonwealth Army veterans and New Philippine Scout veterans.

ARTICLE 6. The Minister of National Defense of the Republic of the Philippines will, with the concurrence of the Administrator of Veterans Affairs of the United States, cause such printed forms of applications for hospitalization, nursing home care, and outpatient treatment, forms of physical examination reports, forms for billing for services rendered and such other forms and notices as may be necessary and incident to the efficient execution of this program to be prepared, and such approved forms will be used whenever applicable to the general operations of such program.

ARTICLE 7. The Minister of National Defense of the Philippines shall furnish to the Administrator of Veterans Affairs of the United States, upon his request, or the request

of any officer duly designated by him for such purpose, full and complete cost accounting information, copies of medical examination and treatment reports and any other information deemed by him to be necessary and incident to the proper application of the terms of this Agreement.

ARTICLE 8. The United States of America, through such qualified persons as the Administrator of Veterans Affairs of the United States may designate, shall have the right to inspect any hospital in which veterans are being hospitalized or any nursing home care facility in which veterans are being provided nursing home care under the terms of this Agreement, to inspect and audit its books and all accounts as are incident to the proper determination of cost of the reimbursement, on a per diem basis, for such hospitalization or nursing home care and to determine whether the hospital and nursing home care facilities, procedures, techniques, and standards, as well as the quality of subsistence furnished, are adequate and proportionate to the charges being made therefor.

ARTICLE 9. Appropriations for grants to the Veterans Memorial Medical Center to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital, if unobligated, will revert to the United States Treasury at the end of each fiscal year, unless otherwise authorized by applicable appropriation statute.

ARTICLE 10. It is agreed between the two Governments

that if the conditions and terms of the Agreement are not being met, the Minister of National Defense of the Philippines and the Administrator of Veterans Affairs of the United States or his designee shall enter into immediate consultation with a view to compliance with said terms and conditions. The initiation of such consultations by either Government shall not limit or qualify the duty and obligation of the Administrator of Veterans Affairs of the United States to withhold or suspend payments when in his judgment such payments would not be in accordance with the terms of this Agreement.

ARTICLE 11. It is agreed between the two Governments that the program under this Agreement, including the contract referred to in Article I, shall be effective from the date specified in such contract.

ARTICLE 12. The Agreement entered into between the United States of America and the Republic of the Philippines on September 3, 1979[1] is deemed terminated on September 30, 1981 and the present Agreement shall be deemed to have come into effect on October 1, 1981 and shall remain in effect until terminated or until September 30, 1986 whichever is earlier. Such amendment or revocation may be accomplished by an exchange of notes between the two Governments and shall be effective immediately upon the exchange of notes.

ARTICLE 13. The Republic of the Philippines shall save harmless all officers and employees of the United States

[1] TIAS 9669; 31 UST 5528.

Veterans Administration from damage suits or other civil and criminal actions arising out of the performance of their official duties.

ARTICLE 14. The Government of the Philippines agrees that the United States Veterans Administration will continue to discharge the responsibilities of the United States Government in the Philippines under this Agreement and the Government of the Philippines will consider the United States Veterans Administration and its personnel as part of the Diplomatic Mission of the United States of America for the purpose of enjoying privileges and immunities accorded to that Mission and its personnel of comparable rank.

ARTICLE 15. The authority of the United States to make grants and payments under this agreement is, for any fiscal year, subject to the appropriation of funds by the United States Congress.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the City of Manila, this 28th day of July 1982.

FOR THE UNITED STATES OF AMERICA

FOR THE REPUBLIC OF THE PHILIPPINES

[1] [2]

[1] Michael H. Armacost.
[2] Carlos P. Romulo.

PEOPLE'S REPUBLIC OF CHINA

Tourism

Memorandum of understanding signed at Beijing August 5, 1982;
Entered into force August 5, 1982.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF COMMERCE OF THE UNITED STATES OF AMERICA
AND
THE GENERAL ADMINISTRATION FOR TRAVEL AND TOURISM OF CHINA
ON THE DEVELOPMENT OF BILATERAL TOURISM RELATIONS

At the invitation of Han Kehua, Director General of the General Administration for Travel and Tourism of China, Peter McCoy, the Under Secretary for Travel and Tourism of the Department of Commerce of the United States of America, visited Beijing August 1-6, 1982. During his visit, the two parties held friendly discussions on the development of bilateral tourism relations in accordance with the principles laid down in the communique on the establishment of diplomatic relations between the United States of America and the People's Republic of China. The following is a summary of the discussions:

ESTABLISHMENT OF TRAVEL AND TOURISM OFFICES

Consistent with the principle of reciprocity the two parties agree to the establishment of offices by tour operators of each country in the territory of the other. The two parties note that the China International Travel Service headquarters has opened an office in New York. The Chinese side agrees that the two American tour operators who have applied to register offices in China may establish one office each in China. The two parties agree to consult as necessary concerning the opening of additional travel and tourism offices in the future.

The offices in each country shall be primarily engaged in liaison, negotiating, and advisory activities which may include:

1) Obtaining and furnishing necessary information on tourism;
2) Promoting and strengthening business contacts and cooperation between tour operators of the two countries;
3) Accompanying, with the permission of the host country tour operator, tour groups organized by its own company or, when necessary, another American company;
4) Working together with the host country tour operators to obtain and provide assistance whenever unexpected developments or emergency situations disrupt the normal operations of tours in the host country;
5) American travel and tourism offices in China may on behalf of their own companies negotiate and sign contracts with the headquarters of China International Travel Service. The China International Travel Service office in the United States may on behalf of its own organization negotiate and sign contracts with tour operators in the United States.

BILATERAL COMMITTEE ON TOURISM

The two parties agree to the establishment of a bilateral tourism commmittee to facilitate cooperation and exchanges in the field of tourism between the two countries and to promote friendly relations between the two peoples. Co-Chairmen of the committee on the American side shall be the Under Secretary for Travel and Tourism of the Department of Commerce of the United States of America, and on the Chinese side, the Director General of the General Administration for Travel and Tourism of China. The committee shall hold meetings as necessary in each country alternately. The meetings shall be presided over by the Co-Chairmen, or, by mutual agreement, representatives designated by them. The agenda of each meeting shall be determined by the two parties when the meeting is scheduled. Whenever necessary, the Co-Chairmen may invite other government or private sector organizations of their respective countries to participate in the meetings of the bilateral committee.

Under Secretary Peter McCoy expresses his appreciation for the friendly reception accorded by the Chinese side and extends an invitation to the Director General, Han Kehua, to visit the United States and to attend the first meeting of the bilateral tourism committee. Han Kehua, the Director General, accepts the invitation with pleasure and expresses his appreciation. The date of the visit is to be discussed and fixed by the two sides in the future.

This memorandum is done in duplicate in Beijing on August 5, 1982, in the English and Chinese languages, both texts being equally authentic.

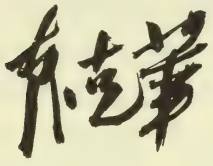
Peter McCoy
Under Secretary
for Travel and Tourism
of the Department of Commerce
of the United States of America

Han Kehua
Director General
of the General Administration
for Travel and Tourism
of China

韩克华局长访问美国并参加双边旅游委员会第一次会晤。韩克华局长愉快地接受了邀请并表示感谢。访问的具体时间由双方另行商定。

本备忘录于一九八二年八月五日在北京签订，共两份，每份都用中文和英文写成，两种文本具有同等效力。

中国旅行游览事业管理总局	美利坚合众国商务部
局　长	主管旅游的副部长



2、促进和加强两国旅行社之间的业务联系和合作；

3、在征得对方旅行社的同意后陪同本旅行社或必要时陪同另一家美国旅行社组织的旅游团；

4、出现意外的紧急情况影响旅行团在驻在国的正常活动时，与驻在国旅行社合作，取得和提供帮助；

5、美国旅行社驻中国办事处可代表其公司同中国国际旅行社总社洽谈和签订合同，中国国际旅行社总社驻美国办事处可代表其旅行社与美国旅行社洽谈和签订合同。

双边旅游委员会

双方同意，为发展两国在旅游方面的合作与交流，促进两国人民之间的友好往来建立双边旅游委员会。委员会的联合主席中方为中国旅行游览事业管理总局局长，美方为商务部主管旅游的副部长。根据需要，委员会将不定期地轮流在两国举行会晤。会晤由双方主席主持，亦可经过双方同意由他们指派的代表主持。每次会晤议题届时由双方商定。当需要时双方主席可邀请各自政府其他部门或私人企业机构参加双边委员会的会晤。

彼得·麦科伊阁下对中方的友好接待表示感谢，邀请

TIAS 10426

中国旅行游览事业管理总局和美利坚合众国商务部关于发展双边旅游关系的谅解备忘录

应中国旅行游览事业管理总局局长韩克华的邀请，美利坚合众国商务部主管旅游的副部长彼得·麦科伊于一九八二年八月一日至六日访问了北京。访问期间，双方就在中美两国建交公报的原则基础上发展双边旅游关系进行了友好商谈，并纪要如下：

旅游办事处的设立

本着对等的原则，双方同意一方的旅行社在另一方国内设立办事处。双方注意到中国国际旅行社总社已在纽约设立办事处，中方同意已申请在中国设立办事处的美国两家旅行社在中国各设立一个办事处。双方同意在必要时将就增设旅游办事处问题进行磋商。

办事处主要从事联络、谈判和咨询活动，这些活动可包括：

1、了解和提供必要的旅游情况；

EGYPT

Agricultural Commodities

Agreement amending the agreement of March 20, 1979, as amended.
Effected by exchange of notes
Signed at Cairo May 24, 1982;
Entered into force May 24, 1982.

The American Ambassador to the Egyptian Deputy Prime Minister for Economic and Financial Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Cairo, May 24, 1982

Excellencies:

I have the honor to refer to the PL 480 [1] Food for Development (Title III) Agreement signed between our two Governments on March 20, 1979, as amended,[2] and propose the Agreement be further amended as follows:

A. Part II - Particular Provisions:

1. Item I - Commodity Table - Insert the following under appropriate columns: "Wheat, 1982, 100,000, dollars 15.0" and on the following line entitled Total delete "285,000, dollars 45.0" and insert "385,000, dollars 60.0."

2. Under Item III - Usual Marketing Table - Under column entitled Import Period (U.S. Fiscal Year) delete "1981" and insert "1982."

3. Under Item IV - Export Limitations - Delete in sub-paragraph A, after ...U.S. Fiscal Year "1981" and insert "1982."

4. Under Item V - Self-Help Measures - Delete the existing self-help measures in their entirety and insert the following:

"a. The Government of the importing country agrees to undertake self-help measures to improve the production, storage, and

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9683, 10089; 31 UST 5714; 33 UST 1033.

distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

"b. The Government of Egypt agrees to undertake and provide adequate financial, technical and managerial resources for the implementation of the activities listed by major grouping below:

"1. Agricultural Policy and Planning

"(a) Review pricing policies for agricultural inputs. This review should serve as the basis for implementing a rational system of input allocation and use.

"(b) Continue to review the subsidies on consumer prices for food items. This review should serve as a basis for implementing a subsidy policy that protects primarily the lower income groups.

"(c) Increase incentives for domestic food crop production. The

GOE will continue to rationalize input and consumer prices with a view toward establishing prices that will provide adequate incentive to producers. This process will include the continuation of procurement of wheat from farmers by the GOE. The GOE will conduct an analysis during FY 1982 to determine the need to initiate a similar program for corn. The procurement prices will be set with the objective of reducing the differences between the domestic and world prices of wheat. In assessing supply management, the Government will give procurement priority to the full utilization of domestically produced crops. Food imports will be distributed in a manner that will minimize the disincentive to domestic production.

"2. Agricultural Research and Extension.

"Examine the organization and management of agricultural research as it relates to increased production through the extension process and to

strengthen Egyptian agricultural research efforts as noted in the Memorandum of Understanding signed November 1979. [1] The review will:

"(a) Identify constraints for effectively managing the agricultural research/extension/dissemination system;

"(b) Develop procedures which provide the necessary services, create incentives, and demonstrate research results effectively to individual farmers;

"(c) Identify which new technologies, beneficial to Egypt, are available internationally for potential adoption by Egypt's farmers;

"(d) Evaluate results from previous Egyptian agricultural research projects and disseminate those most likely to support increased small farmer productivity; and

"(e) Develop priorities for funding of applied research project activities.

"3. Water Conservation and On-Farm Management.

"Assess the structural and institu-

[1] Not printed.

tional options for promoting the conservation and better on-farm management of water, e.g. pricing water so that water constitutes an input cost.

"4. Land Investment and Operation and Maintenance.

"Continue an assessment of agricultural sector investment levels with particular focus on investment level targets for improvement of presently cultivated agricultural lands, including previously reclaimed land as well as projects for the development of new reclaimed lands.

"5. The GOE will take the following steps to permit private importers to import 400,000 MT of fertilizer:

"(a) Make foreign exchange available to them at the official exchange rate, and

"(b) Allocate local currency which permits sale of the fertilizer at one hundred and fifty (150) percent of full subsidy.

"6. Continue discussions of ways to improve the climate for U.S. private investment in Egyptian agribusiness sector."

B. Annex B.

Under Item VI Paragraph A Number 2, change "third" to "fourth."

Under Item VI Paragraph A Number 3, delete "third year will be completed by February 1, 1982" and insert "fourth year will be completed by February 1, 1983."

All other terms and conditions of the March 20, 1979 Title III Agreement as amended June 30, 1980, and June 28, 1981, remain the same.

I propose this Note and your reply, concurring therein constitute an Agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellencies, the assurance of my highest consideration.

Alfred L. Atherton, Jr.

His Excellency
Mohamed Abdel Fattah Ibrahim
Deputy Prime Minister for
Economic and Financial Affairs
of the Arab Republic of Egypt
Cairo

His Excellency
Ahmed Ahmed Nouh
Minister of Supply and Home Trade
of the Arab Republic of Egypt
Cairo

His Excellency
Dr. Youssef Wally
Minister of State for Agriculture
and Food Security
of the Arab Republic of Egypt
Cairo

The Egyptian Deputy Prime Minister for Economic and Financial Affairs to the American Ambassador

ARAB REPUBLIC OF EGYPT

DEPUTY PRIME MINISTER
FOR ECONOMIC AND FINANCIAL AFFAIRS

Cairo, MAY, 24, 1982

His Excellency

Alfred L. Atherton
Ambassador of United States of America

Excellency:

I have the honor to acknowledge receipt of your Note of May 24, 1982, which reads as follows:

[For the text of the U.S. note, see pp. 2-7.]

I have the honor to inform your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's Note and the present reply as constituting an Agreement between our two Governments on this subject to enter into force on the date of this reply.

Accept, Excellency, the assurance of my highest consideration.

M.A. FATAH IBRAHIM
Deputy Prime Minister
for Economic and Financial
Affairs

In Witness

Ahmed Ahmed Nouh
Minister of Supply and Home Trade

DR. Youssef Wally
Minister of State for Agriculture
and Food Security

THAILAND

Remote Sensing: Landsat System

Memorandum of understanding signed at Washington May 9, 1979;
Entered into force May 9, 1979.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL RESEARCH COUNCIL OF THAILAND
AND THE
UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

The United States National Aeronautics and Space Administration (NASA), which conducts an experimental Landsat program and, under certain conditions, provides for direct reception of data from these satellites by stations operated outside the United States, and the National Research Council Of Thailand (NRCT) which plans to establish a station to receive, process, archive and disseminate Landsat data, have decided to enter into this Memorandum of Understanding which, subject to the following terms and conditions, provides for (a) direct reception of data from NASA's currently operating and potential future experimental Landsat satellites by the NRCT's ground station and (b) availability to NASA and others of Landsat data acquired by this NRCT station.

1. For its part, the NRCT will use its best efforts to:

(a) set up and operate a ground station near Bangkok for the reception and facilities for processing, archiving and dissemination of Landsat data at its own cost including the cost of the necessary communication links with the NASA Landsat Operations Control Center at the Goddard Space Flight Center, Greenbelt, Maryland;

(b) produce Landsat computer compatible tapes and image products;

(c) ensure, in conformance with US Landsat data dissemination practices, unrestricted public availability of all Landsat data received within range of the Bangkok ground station at a fair and reasonable charge, and in a non-discriminatory manner;

(d) ensure the provision of processed Landsat data (imagery and digital products) to NASA-selected Principal Investigators whose test sites are within range of the Bangkok station, for the period of coverage envisaged and under the same conditions as NASA applies to them;

(e) provide to NASA reasonable support requested by NASA during a spacecraft emergency condition, such as the provision of duplicate station tapes or high density digital tapes should NASA have problems with data transmission;

(f) provide at no charge to NASA and the US EROS Data Center monthly catalog listings of all the Landsat data acquired by the Bangkok ground station. These catalog listings will also be made publicly available;

(g) make available to NASA on request, for US Agencies' experimental purposes, on a cost-free basis and in reasonable quantities, copies of processed or unprocessed Landsat data acquired by the NRCT.

2. For its part, NASA will use its best efforts to:

(a) program the Landsat Multispectral Scanner, Return Beam Vidicon and Thematic Mapper instruments for coverage of the area within the acquisition radius of the Bangkok ground station and transmit the data acquired directly to this station. Programming details will be arranged by mutual agreement of the Project Managers;

(b) provide the Bangkok ground station with orbital elements for calculating the antenna pointing angles necessary to acquire the Landsat transmitted signal, and for processing the data acquired;

(c) process, on a time-available basis and as agreed by the designated technical representatives, a limited number of NRCT data tapes for initial evaluation and calibration of the Bangkok station's performance. The NRCT will ensure that such data tapes are fully compatible with NASA's data processing equipment and related software;

(d) make available to the NRCT for comparison purposes, a limited amount of NASA-acquired Landsat data covering selected portions of the Bangkok station's coverage zone.

3. The NRCT and NASA will each designate technical representatives to be responsible for coordinating the agreed functions and responsibilities of each party with

the other. The technical representatives, or their deputies and advisors by mutual agreement, will participate in meetings of the Landsat Ground Station Operations Working Group. This Working Group, established by NASA, meets every six months and serves as a forum for exchange of technical information among station operators. Supplemental meetings between the NRCT and NASA will be held by mutual agreement.

4. The following additional understandings are confirmed:

(a) The NRCT, in conjunction with other Thailand agencies, will use its best efforts to ensure that any radio frequency problem occurring in relation to Landsat data reception by the Bangkok station is resolved to the satisfaction of the parties to this Memorandum of Understanding. Questions concerning radio frequency interference by the Landsat spacecraft raised by parties in third countries will be referred to the US Government and NASA for reply. It is also noted that provisions of the International Telecommunications Union's Radio Regulations[1] require that radio frequencies for future operational Landsat type satellites will differ from those currently used for experimental satellites. In this connection, NASA plans to use the following frequencies for sensor data transmissions from the Landsat-D spacecraft:

Multispectral Scanner -- S-Band (2200-2300 MHz) and X-Band (8025-8400 MHz).
Thematic Mapper -- X-Band (8025-8400 MHz).

(b) It is understood that the NASA Landsat program is experimental in character and, therefore, subject to change in accordance with modifications in technical requirements and opportunities, and that at the date of this Memorandum of Understanding, NASA cannot make a firm commitment regarding the space flight of future Landsat instruments. NASA, however, undertakes to keep NRCT informed in good time of any modifications to the satellite design or to its plans for the Landsat instruments which may affect the implementation of this Memorandum of Understanding.

[1] TIAS 4893; 12 UST 2377.

(c) NASA and the NRCT will exchange, upon request, such technical information as may be necessary for the implementation of this Memorandum of Understanding, as is mutually agreed, and is consistent with the export regulations of the two countries.

(d) NASA and the NRCT may each release public information regarding their own activities under this Memorandum of Understanding and, insofar as the participation of the other party is concerned, after suitable consultation.

(e) It is understood that construction on the Bangkok ground station will be underway within fifteen months of the signing of this agreement. In the event that construction of the Bangkok station is not underway within fifteen months of the signing of this agreement, NASA, after consultation with the NRCT, shall have the option to terminate its activities under this agreement.

(f) The responsiblity for spacecraft control, health and status will remain with NASA throughout the execution of this Memorandum of Understanding.

(g) When the expected coverage of a prospective Landsat ground station overlaps with that of the Bangkok station, NASA will inform the NRCT and will advise the prospective station operator of this NRCT/NASA Memorandum of Understanding which provides for the unrestricted public availability of data acquired of areas within range of the Bangkok station at a fair and reasonable charge. Should the prospective station operator choose to pursue plans for a station with substantially overlapping coverage, NASA will encourage the prospective station operator and the NRCT to consult with a view toward reaching a mutually satisfactory understanding on responding to requests for data of the overlapping coverage area.

(h) The US EROS Data Center will include with all responses to requests for Landsat data acquired in the Bangkok station's coverage zone, a statement noting that the Bangkok station should have available more recent and/or more complete data. In the event that the EROS Data Center

receives requests for specific Landsat scenes, products or for specific information on their holdings, EROS will, in accordance with US Freedom of Information laws, provide the data and/or information requested.

(i) The ability of the NRCT and NASA to carry out their responsibilities under this Memorandum of Understanding is subject to the availability of appropriated funds.

(j) Copies of any agreements signed by the NRCT concerning the sale of Landsat data from the Bangkok ground station shall be made available to NASA upon request and shall be consistent with the provisions of paragraph 1 (c) above.

5. In consideration of the costs NASA is bearing for the Landsat space segment, the NRCT will pay to NASA the sum of $200,000 per annum beginning six months after the date the Bangkok station begins to acquire Landsat data. The NRCT will pay this sum in quarterly installments at the end of each quarter. After January 1, 1980 NASA may, after consultation with operating agencies, revise the rate and arrangements for cost sharing. Such revised cost sharing arrangements will be applied to all non-US Landsat stations on an equitable basis.

6. This Memorandum of Understanding shall enter into force after signature by both parties and confirmation[1] by the Government of Thailand and the Government of the United States through an exchange of diplomatic notes. This Memorandum of Understanding shall continue in force for a period of five years, subject to extension as may be agreed by the parties and their respective governments.

[2] [3]

For the National Research Council of Thailand

May 9, 1979
Date

For the National Aeronautics and Space Administration

May 9, 1979
Date

[1] Signature constitutes confirmation.
[2] Klos Visessurakarn.
[3] Robert Frosch.

SOMALIA

Agricultural Commodities

Agreement signed at Mogadishu June 17, 1982;
Entered into force June 17, 1982.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOMALIA DEMOCRATIC REPUBLIC
FOR SALES OF AGRICULTURE COMMODITIES

The Government of the United States of America and the Government of the Somalia Democratic Republic agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and Part III of the March 20, 1978[1] Agreement, together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (Metric Tons)	Export Market Value (Millions)
Wheat	1982	5,500	.9
Wheat Flour	1982	11.600	3.2
Rice	1982	21,000	6.3
Soybean/Cottonseed Oil	1982	6,500	4.1
TOTAL			14.5

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None

B. Currency Use Payment - Amount five (5) percent for Section 104(a) purposes

C. Number of Installment Payments - Thirty-one (31)

D. Amount of each Installment Payment - Approximately Equal Annual Amounts

[1] TIAS 9222; 30 UST 827.

E. Due Date of First Installment Payment - Ten (10) years after date of Last Delivery of Commodities in each Calendar Year.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Rice	1982	32,000
Wheat/Wheat Flour (Grain equivalent basis)	1982	24,000
Soybean/Cottonseed Oil	1982	6,800

Item IV. Export Limitations:

(A) The export limitations period shall be U.S. fiscal year 1982, or any subsequent U.S. fiscal year during which commodities financed under this Agreement are being imported or utilized.

(B) Commodities to Which Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: For Wheat/Wheat flour - wheat, wheat flour - rolled wheat, semolina, farina, bulgur, (or the same product under a different name); for soybean/cotton seed oil - all edible vegetable oils including sunflower oil, peanut oil, sesame oil, cottonseed oil, rapeseed oil, and any other edible oil bearing seeds from which edible oils are produced; and for rice - rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

(A) The Government of the Somali Democratic Republic agrees to undertake self-help measures to improve production through: expanding the irrigation system; biannual review of prices paid to farmers; improvement/expansion

of the extension service for both crops and livestock; upgrading of Agriculture Research, and development of an agriculture sector data system.

The Self-help measures set forth in V.B. below shall be implemented to contribute to agriculture/livestock development progress in poor rural areas, and to enable small farmers to more fully participate in increasing agriculture/livestock production.

(B) The Government of the Somali Democratic Republic agrees to undertake the following activities and, in doing so, to provide adequate financial, technical and managerial resources for their implementation:

1. Place high priority on the rehabilitation of existing irrigation schemes. As part of these efforts the GSDR will:
   (a) Rehabilitate certain irrigation systems in the Upper Shebelle area.
   (b) Turn over the operation and maintenance of wells to users or associations of users.
2. Review, at least biannually, farm gate prices of crops produced with the intent to assure that such prices more closely approximate export and import parities at realistic exchange rates.
3. Increase the availability of agricultural inputs at a reasonable cost level.
4. Review the management of public enterprises in the agriculture and agro-industrial sector in order to determine ways to improve efficiency in operations, and investment policy decisions; and where indicated by such reviews, phase out inefficient public enterprises in the agriculture sector.
5. Review policy measures in the agricultural sector in order to encourage foreign and domestic private investment in developing the sector.

6. Improve the effectiveness of agricultural research and extension services. As part of these efforts the GSDR will:
   (a) provide adequate material resources for present personnel assigned to research and extension work.
   (b) develop a long-term national strategy for expanding agricultural research.
   (c) develop, and then demonstrate, extension procedures designed to fit Somalia's needs and resources.
7. Improve management of technical training programs in the agricultural sector and establish economic incentives to encourage the retention of technically qualified personnel in the sector.
8. Provide health and other social services to rural areas to improve farm population physical well-being and work environment.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are to be Used

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

1. The following self-help measures as set forth in Item V of the Agreement:
   (a) Implement manpower-management programs (i.e., training of extension, research and livestock services personnel).
   (b) Increase production of basic food crops through rehabilitation of existing irrigation systems; maintaining a realistic price structure for farm outputs and assuring the availability of farm inputs.

(c) Provide adequate financing and logistical support to rural primary health care and social service activities in rural areas.

(d) Provide adequate financing and management support to all personnel engaged on projects in food production and allied development activities.

2. The following specific projects and programs will be undertaken in support of the self-help measures:

(a) Establish, staff and operate an agricultural center in Burhakabah to support the extension service in the Gedo Region. Activate and staff additional demonstration centers in Luuq, Bardheere, Jamame, Abarian, and Kalabiad.

(b) Rehabilitate 15 Uars (water ponds/tanks) in the Bay Region located on main cattle routes.

(c) Renovate livestock holding and loading facilities at the Berbera port.

(d) Construct 20 wells and allied water distribution systems.

(e) Renovate existing irrigation water delivery systems specifically:

Lower Shebelli - Clearing silt from 82 kilometers (KMs) of canals. 16,400 hectares

Middle Shebelli - Repairing two major canals from flood damage, 4.5 and 8 KMs, respectively. 2,500 hectares

Afgoi - Repair of one major canal, 12 KMs of canal. 3,000 hectares.

(f) Continue sand dune stabilization program to control encroachment of dunes on farm lands; 2,500 hectares to be stabilized in 1982.

B. The project/programs identified under VI, A above will directly benefit the needy in the following ways:

1. The implementation of manpower training programs in the Agricultural/ Livestock sector will greatly improve the management of project activities in Somalia's agricultural program which serves the country's small farmers and nomadic herders. This is especially true of extension activities which currently suffer from a lack of middle level managers. Direct and indirect beneficiaries of these improved services will comprise approximately 80 percent of the population.
2. Rehabilitation of the existing irrigation system will help increase food production on the 50,000 hectares of land which is under controlled irrigation in Somalia. The bulk of this land is farmed by small landholders. The maintenance of a realistic price structure will assure that small farmers' incomes will increase by providing a better return on their labor. The assured availability of farm inputs, e.g., fertilizer, seeds, pesticides, will contribute to increasing small farm income by providing the necessary components of production to fully exploit the productivity of land.
3. Improved health and other social services in rural areas will directly or indirectly contribute to providing a favorable environment for 80 percent of Somalia's population who are engaged in Agricultural or livestock occupations. Such a favorable environment is conducive not only to social stability, but to maximizing the economic potential of rural areas.

4. Adequate financing and management support to food production personnel will assure that extension agents and others providing services to farmers and livestock herders have the logistical support to deliver their services to the rural needy.
5. The establishment and operation of an agricultural center at Burhakabah and the demonstration center in the Gedo Region will serve to provide technical knowledge to approximately 5,000 small farmers in the area.
6. The rehabilitation of 15 Uars (water ponds/tanks) will assure that adequate water is available for inter-regional movement of approximately 1.5 million head of cattle. These watering points will contribute to increasing the income of herdsmen by cutting back on livestock losses suffered in movement of cattle on their way to and from grazing areas.
7. The renovation of livestock holding and loading facilities at Berbera port, Somalia's major port of export for livestock, will increase livestock earnings by reducing losses of cattle in badly maintained holding areas. This will benefit animal herders by increasing the value of their livestock sales.
8. The construction of 20 wells and related water distribution systems will provide potable water for rural families and increased supplies for animals. These wells will not only contribute to improving health and sanitary conditions, but will improve the general quality of life of rural inhabitants.
9. The renovation of existing irrigation water delivery systems will benefit, in varying degrees, approximately 8,200 farm families in the Lower Shebelli area; approximately 1,250 families in the

Middle Shebelli area, approximately 1,200 farm families in the Afgoi area, and 1,500 farm families in the Upper Shebelli region by assuring a more reliable irrigation supply system.

10. By preventing encroachment of dunes on farm lands, the sand dune stabilization program benefits the nation as a whole, by assuring that productive farm land is not lost. It will also benefit the small holders in the target areas.

C. In addition to the report required by Part I, Article II F of this Agreement, the importing country agrees to report on the progress of the implementation of the projects/programs identified in Item VI (A) above. Such report shall be made by the importing country within six (6) months following the last delivery date of commodities in the first calendar year of the Agreement and every six (6) months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the projects/programs specified in Item VI (A) above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement, Done at Mogadishu in duplicate this 17 DAY OF JUNE, 1982.

FOR THE GOVERNMENT OF SOMALI DEMOCRATIC REPUBLIC [1]

BY: _____

TITLE: MINISTER OF FINANCE

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: _____ [2]

TITLE: U.S. AMBASSADOR

[SEAL]

[1] Abdullahi Ahmed Addou.
[2] Donald K. Petterson.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico August 6, 1982;
Entered into force August 6, 1982.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

August 6, 1982 OFFICE OF THE AMBASSADOR

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E. C. Lazaro Cardenas No. 9
Mexico, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

The Government of the United States therefore agrees to amend the second paragraph of our Letter of Agreement dated June 2, 1977[1] to read, "In order to assist the Office of the Attorney General to attain self-sufficiency in aviation operations, maintenance, and supply support, the Government of the United States of America will provide, on an advance or reimbursable basis, as agreed to between representatives of our two governments, funds not to exceed the sum of U.S One Million Dollars (U.S. $1,000,000.00) toward the cost of a new seventeen month contract with a competitively-selected United States contractor to perform technical services as agreed upon between representatives of our two governments respecting advice, supervision, aircraft maintenance, logistics support and training. The funds provided herein are for a seventeen month contract, and the provision of further funds for additional period(s) may be provided subject to agreement of our two governments and availability of funds for this purpose. The money provided through this amendment, number 14 to our original Letter of Agreement dated June 2, 1977, is from funds made available under Project number 312801-0103, Appropriation number 19-1121022.2, Allotment number 3128, Obligation number

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336, 10360; 29 UST 2484; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992, 4157, 4525; 33 UST 3694, 4096, 4423; *ante* p. 35, 350.

239005 and increases the total dollar amount in this project from U.S. $31,051,235 to U.S. $32,051,235. It is further understood that the purpose of these funds is for opium poppy and marijuana eradication and narcotics interdiction."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

A. Perry Shankle
Chargé d'Affaires, a.i.

The Mexican Attorney General to the American Chargé d'Affaires ad interim

FORMA C.G.-1 A

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., agosto 6 de 1982.

EXCELENTISIMO SEÑOR
A. PERRY SHANKLE,
ENCARGADO DE NEGOCIOS, A.I.,
EMBAJADA DE LOS ESTADOS UNIDOS
DE AMERICA,
Presente.

Me es grato dar respuesta a su atenta comunicación fechada el 6 de los corrientes, cuyo texto traducido al español es el siguiente:

" Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a concertar con el Gobierno de México, representado por la Procuraduría General de la República, arreglos cooperativos adicionales para reducir dicho tráfico.

El Gobierno de los Estados Unidos por lo tanto, está de acuerdo en enmendar el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, en la forma siguiente, " Con el fin de colaborar con la Procuraduría General de la República para lograr autosuficiencia en operaciones de aviación, mantenimiento y apoyo de abastecimiento, el Gobierno de los Estados Unidos proporcionará un adelanto o un reembolso mutuamente acordado entre los representantes de nuestros dos Gobiernos, fondos que no excedan el monto de Un Millón de Dólares (U.S. $ 1,000,000.00) como parte del costo de un nuevo contrato por diecisiete meses con un contratista de los Estados Unidos competitivamente seleccionado para realizar servicios técnicos acordados entre representantes de nuestros dos Gobiernos en relación a asesoramiento, supervisión, mantenimiento de máquinas de vuelo, apoyo logístico, y entrenamiento. Los fondos proporcionados son para

T.O.N.

un contrato de diecisiete meses y el suministro de fondos adicionales por otros períodos serán sujetos a un acuerdo entre nuestros dos Gobiernos y la disponibilidad de recursos para este propósito. Los fondos de esta enmienda No. 14 a nuestro convenio original fechado junio 2, 1977, son proporcionados para el Proyecto 312801-0103, Asignación No. 19-1121022.2, Cuenta No. 3128, Obligación No. 239005, y aumentan el monto total en este proyecto de Dólares 31,051,235 a Dólares 32,051,235. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y marihuana y la interceptación de estupefacientes."

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION
EL PROCURADOR GENERAL DE LA REPUBLICA

LIC. OSCAR FLORES.

T.G.N

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., August 6, 1982

Mr. Perry Shankle
Charge d'Affaires a.i.
Embassy of the United States of America
Mexico, D.F.

Sir:

I am pleased to reply to your communication of August 6, 1982, which, translated into Spanish, reads as follows:

[For the English language text, see pp. 1450-1451.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed note.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

SWITZERLAND

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Bethesda and Bern July 20 and August 10, 1982;
Entered into force August 10, 1982.
With patent addendum.

76-827 - 88 - 10

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE SWISS FEDERAL OFFICE OF ENERGY
(F.O.E.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Swiss Federal Office of Energy (hereinafter called the F.O.E.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on December 9, 1974,[1] between the United States Atomic Energy Commission and the Swiss Federal Office of Energy, but continued after January 19, 1975, as between the U.S.N.R.C. and the F.O.E., such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

[1] TIAS 8342; 27 UST 2703.

I. SCOPE OF THE ARRANGEMENT

1. Technical Information Exchange

To the extent that the U.S.N.R.C. and the F.O.E. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the F.O.E. as similar to certain facilities being built or planned in Switzerland and equivalent documents on such Swiss facilities.

d. Information in the field of nuclear safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

II. ADMINISTRATION

1. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

2. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more

technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

3. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

4. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

5. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

6. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information relating to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

7. Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

1. General

The parties support dissemination of information provided or exchanged under this Arrangement, as far as the safety of nuclear installations may be increased by such dissemination, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

2. Definitions (as used in Article III.)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development,

and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

3. Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Swiss Federal Office of Energy and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Switzerland without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

4. Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4.b.(2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

5. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

6. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4., Dissemination of Documentary Proprietary Information.

7. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

8. Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

9. Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

1. This Arrangement shall enter into force upon signature and, subject to paragraph IV.2. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

2. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Bethesda, Maryland on the 20th day of July 1982 and in [Bern] Switzerland on the 10th day of August 1982.

[1]
On Behalf of The Swiss Federal Office of Energy

[2]
On Behalf of the United States Nuclear Regulatory Commission

[1] Edward Kiener.
[2] William J. Dircks.

ADDENDUM

Patent Addendum for U.S.N.R.C. - F.O.E. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii. hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, and if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country

of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country

of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty, or award as regards any invention, discovery, patent application, or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Ankara September 24, 1981;
Entered into force for the 1981/1982 debt November 2, 1981;
Entered into force for the 1982/1983 debt September 30, 1982.
With agreed minute
Done at Paris July 23, 1980.
And agreement signed at Ankara November 25, 1981;
Entered into force November 25, 1981.
And implementing agreement signed at Ankara January 22, 1982;
Entered into force January 22, 1982.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Republic of Turkey ("Turkey") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Turkey's Debts, signed in Paris on July 23, 1980 among representatives of certain nations, including the United States, and agreed to by the representative of Turkey, hereinafter referred to as the "Minute", the text of which is annexed hereto, the United States and Turkey hereby agree to consolidate and reschedule certain Turkish payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by five separate agreements (the "Implementing Agreements"), between Turkey and the United States, with respect to PL-480[1] Agreements and the 1972 arrangement consolidating credits granted to Turkey by the European Fund of the European Monetary Agreement, and between Turkey and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its Implementing

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Turkey.

ARTICLE II

Definitions

1. "Contracts" means those agreements listed in Annex A with payments of principal and interest falling due during the Consolidation Period.

2. "Debt" means the sum of principal and interest payable with respect to Contracts having an original maturity of more than one year and which fall due between July 1, 1981 and June 30, 1982 inclusive and which fall due between July 1, 1982 and June 30, 1983, inclusive. "Debt" does not include the sum of principal and interest payable with respect to the rescheduling agreements between the United States and Turkey signed on September 21, 1978,[1] December 11, 1979,[2] and October 24, 1980.[3]

3. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-Consolidated Debt" means the remaining 10 percent of the dollar amount of the Debt.

[1] TIAS 9361; 30 UST 2723.
[2] TIAS 9783; 32 UST 1461.
[3] TIAS 9909; 32 UST 3674.

4. "Consolidation Period" means the period from July 1, 1981 through June 30, 1982, inclusive, (the First Consolidation Period) and the period from July 1, 1982, through June 30, 1983, inclusive (the Second Consolidation Period).

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in Article III(1)(c) and Article III(2)(c) of this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rates specified in Article III(1)(c) and Article III(2)(c) of this Agreement which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

6. "Agency" means: United States Agency for International Development, Export-Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Turkey agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to Debt falling due during the First Consolidation Period (July 1, 1981 through June 30, 1982, inclusive), which amounts to approximately $212.7 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $21.27 million plus Interest, commencing on January 1, 1987 with the final installment payable on July 1, 1991.

(b) The Consolidated Debt relating to Debt falling due during the Second Consolidation Period (July 1, 1982 through June 30, 1983, inclusive) which amounts to approximately $203.3 million shall be repaid in ten equal and consecutive semi-annual installments of $20.33 million plus Interest, commencing on January 1, 1988, with the final installment payable July 1, 1992.

(c) The rate of Interest shall be 3.6 percent per calendar year on the outstanding balance of the

Consolidated Debt due to the Agency for International Development, 3.0 percent on the outstanding balance of Consolidated Debt due to the United States with respect to PL-480 agreements, 3.0 percent per calendar year on the outstanding balance of Consolidated Debt due to the United States with respect to the 1972 consolidation of credits granted to Turkey by the European Monetary Agreement, and 8.25 percent per calendar year on the outstanding balance of Consolidated Debt due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing during the July 1, 1981 - December 31, 1981 period, the annual rate shall be 13.625 percent per annum. For Interest accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Turkey of the appropriate rate prior to the beginning of such six month period. All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on

January 1 and July 1 of each year commencing on January 1, 1982.

(d) A table summarizing the amounts of the Consolidated Debt owed to each Agency is attached hereto as Annex B.

2. Turkey agrees to pay the Non-Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-Consolidated Debt related to Debt falling due during the First Consolidation Period (July 1, 1981 through June 30, 1982, inclusive) which amounts to approximately $23.6 million shall be repaid in five equal and consecutive annual installments of approximately $4.72 million plus Interest, commencing on July 1, 1982, with the final installment payable July 1, 1986.

(b) The Non-Consolidated Debt related to Debt falling due during the Second Consolidation Period (July 1, 1982 through June 30, 1983, inclusive), which amounts to approximately $22.5 million shall be repaid in five equal and consecutive annual installments of approximately $4.5 million plus Interest, commencing on July 1, 1983, with the final installment payable July 1, 1987.

(c) The rate of Interest shall be 3.6 percent per calendar year on the outstanding balance of the Non-Consolidated Debt due to the Agency for International Development, 3.0 percent on the outstanding balance of the Non-Consolidated Debt due to the United States with respect to PL-480 agreements, 3.0 percent per calendar year on the outstanding balance of Non-Consolidated Debt due to the United States with respect to the 1972 consolidation of credits granted to Turkey by the European Monetary Agreement and 8.25 percent per calendar year on the outstanding balance of Non-Consolidated Debt due to or guaranteed by the Department of Defense. For the outstanding balance of the Non-consolidated Debt which is due to, guaranteed or insured by the Export-Import Bank, the rate of Interest shall be the same as the rate of Interest established by the Export-Import Bank under the provisions contained in Article III(1)(c) of this Agreement. All Interest payable with respect to the Non-Consolidated Debt portion shall be payable semi-annually on January 1, and July 1 of each year commencing on January 1, 1982.

(d) A table summarizing the amounts of Non-Consolidated Debt owed to the United States and each Agency is attached hereto as Annex C.

3. It is understood that adjustments will be made in the amounts of Consolidated and Non-Consolidated Debt specified in paragraphs 1 and 2 of this Article by the Implementing Agreements. In part, this will reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with January 1, 1982, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period on advances made after the date of this Agreement from Department of Defense guaranteed loans 765-D, 782-G, and 791-G.

ARTICLE IV

General Provisions

1. Turkey agrees to grant the United States and its Agencies, and any other creditor which is party to an Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country for the consolidation of debts covered by the Minute.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for the rescheduling of payments falling due during the First Consolidation Period upon receipt by Turkey of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled, and that the United States considers Turkey to be in compliance with the condition stated in Paragraph 3 of the Paris agreed minute.[1]

2. This agreement shall enter into force for the rescheduling of payments falling due during the Second Consolidation Period upon receipt by Turkey of written notice from the United States Government that the United States considers Turkey in compliance with the condition stated in paragraph 3 of the Paris Agreed Minute.[2]

Done at Ankara, Turkey, in duplicate this 24th day of September, 1981.

FOR THE UNITED STATES OF AMERICA

Robert Strausz-Hupe
Ambassador

FOR THE REPUBLIC OF TURKEY

Nazif Kocayusufpasaoglu
Secretary General of Treasury
and OIEC, Ministry of Finance

[1] Nov. 2, 1981.
[2] Sept. 30, 1982.

ANNEX A

Loan Agreements Subject to Rescheduling

Export-Import Bank

Direct Credit
No.

	4411	E 4224	6375
	4514	4575	6469
	4532	5083	21092
	4587	5134	21399
	4637	5931	21415
	5047	6056	
	6172	6143	
E	3808	6329	

Financial Guarantees
Credit No.

EFG	3809	FG	21093
FG	6057	FG	21400
FG	6376	FG	21416

Suppliers Credits

BG-9526	Rema Disli
MP-210/MT-11023	Rabak Electrolitik
MP-207/MT-10749	Karsu Tekstil
CMR-97/PM-11838	Guney Sanayi Ve Ticaret
MT-11132/MSP-11774	Guney Sanayi Ve Ticaret

PL-480

Agreements Dated:

March 16, 1970
January 29, 1971
February 6, 1969

1972 Arrangement Consolidating Credits
Granted to Turkey by the European
Fund of the
European Monetary Agreement

Treasury Transaction #74002
#782200
#792200

Agency for International Development

Loan Numbers

277-H-043	277-H-052	277-H-078
277-H-074	277-H-053	277-H-080
277-H-093	277-H-054	277-H-081
277-B-001	277-H-056	277-H-082
277-B-002	277-H-058	277-H-083
277-B-003	277-H-059	277-H-084
277-A-020	277-H-060	277-H-091
277-H-033	277-H-062	277-H-085
277-H-035	277-H-063	277-H-086
277-H-036	277-H-066	277-H-087
277-H-042	277-H-068	277-H-088
277-H-044	277-H-069	277-H-089
277-H-048	277-H-070	277-H-092
277-H-049A	277-H-071	277-H-094
277-H-050A	277-H-076	277-K-095
277-H-051	277-H-077	277-K-104
		277-K-105

Department of Defense

Loan Numbers

June 23, 1972	(721 D)	February 1, 1977	(771 G)
August 10, 1972	(731 D)	September 22, 1977	(772 G)
February 28, 1974	(741 D)	December 13, 1977	(781 G)
November 29, 1974	(751 D)	May 31, 1978	(782 G)
February 3, 1975	(752 D)	June 7, 1979	(791 G)
September 30, 1976	(765 D)		

ANNEX B

Summary of Consolidated Debt*
(Millions of Dollars)

	Payments Due 7/1/81 - 6/30/82	Payments Due 7/1/82 - 6/30/83
Export-Import Bank	45.2	42.2
PL-480	2.1	2.3
Treasury Transaction #724002	6.8	6.7
Agency for International Development	46.5	47.3
Department of Defense	112.1	104.8
TOTAL	212.7	203.3

* Data are rounded and subject to revision per Article III, Paragraph 3 [Footnote in the original.]

ANNEX C

Summary of Non-Consolidated Debt*
(Millions of Dollars)

	Payments Due 7/1/81 - 6/30/82	Payments Due 7/1/82 - 6/30/83
Export-Import Bank	5.0	4.7
PL-480	0.2	0.2
Treasury Transaction #724002	0.7	0.7
Agency for International Development	5.2	5.3
Department of Defense	12.5	11.6
TOTAL	23.6	22.5

* Data are rounded and subject to revision per Article III, Paragraph 3. [Footnote in the original.]

ORGANISATION FOR ECONOMIC
CO-OPERATION AND DEVELOPMENT

Consortium/Turkey

AGREED MINUTE ON THE CONSOLIDATION OF TURKEY'S DEBTS

1. The Working Party established within the Consortium, open to all Member countries of the OECD, met in Paris on 17th, 18th and 19th June and 22nd and 23rd July, 1980, under the Chairmanship of M. CAMDESSUS Chef du Service des Affaires Internationales, French Ministry of the Economy.

The Representatives of the Governments of Australia, Austria, Belgium, Canada, Denmark, Finland, France, the Federal Republic of Germany, Italy, Japan, the Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom, and the United States, hereinafter called "the Participating Countries", examined with the Representatives of the Government of Turkey the request for alleviation of that country's external debt service obligations in the light of Turkey's balance-of-payments prospects for the next few years. Representatives of the International Monetary Fund, the World Bank and the Commission of the European Communities also took part in the meeting.

2. The Representatives of the International Monetary Fund described the economic situation of Turkey as well as the major elements of the new economic recovery programme undertaken by the Turkish Government and supported by the standby arrangement with the International Monetary Fund approved by the Executive Board on 18th June, 1980. This arrangement applying to a period of three years beginning on 18th June, 1980 involves specific commitments in both the economic and financial fields.

The Representatives of the Government of Turkey stressed the efforts made by their government in various fields in order to ensure improvement in the economic situation of their country. They explained thoroughly the programme of economic recovery undertaken in January 1980 by the Government of Turkey.

The Representatives of the Participating Countries confirmed their satisfaction with these measures. They stressed the crucial importance attached to the success of this programme which is intended to resolve the structural problems of the Turkish economy and aims especially at allowing a large improvement in the external payments situation of Turkey.

3. Mindful of the acute balance-of-payments difficulties currently faced by Turkey, the Participating Countries have agreed to recommend that their governments or appropriate governmental institutions provide relief for Turkey's external debt through the rescheduling or refinancing of:

(A) on the one hand, for debt not previously rescheduled:

(a) The amounts of principal and interest due and not paid as of 30th June, 1980 on:

- contracts and government loans referred to in paragraph 4 below having an original maturity of one year or less.

- contracts and government loans referred to in paragraph 4 below having an original maturity of more than one year;

(b) The amounts in principal and interest of debts relating to contracts and government loans referred to in paragraph 4 below having an original maturity of more than one year falling due successively:

(i) between 1st July, 1980 and 30th June, 1981 inclusive

(ii) between 1st July, 1981 and 30th June, 1982 inclusive

(iii) between 1st July, 1982 and 30th June, 1983 inclusive.

In the case of payments falling due respectively between 1st July, 1981 and 30th June, 1982 inclusive, and between 1st July, 1982 and 30th June, 1983 inclusive, these provisions will apply under the condition that Turkey has observed the policies set out in the letter of intent dated 2nd June, 1980 or any amendment thereto, and that Turkey has reached no later than 30th June, 1981 and 30th June, 1982 respectively, understandings with the International Monetary Fund on the policy intentions and performance clauses related to the implementation of the standby arrangement up to 17th June, 1983.

Repayment by Turkey of 90 per cent of the corresponding sums will be made in ten equal and successive semi-annual payments beginning:

- 1st July, 1985 for the amounts mentioned in A(a) above.

- 2nd January, 1986 for the amounts mentioned in A(b)(i) above.

- 2nd January, 1987 for the amounts mentioned in A(b)(ii) above.

- 2nd January, 1988 for the amounts mentioned in A(b)(iii) above.

Payment by Turkey of the remaining 10 per cent will be made in five equal and successive annual payments beginning:

- 2nd January, 1981 for the amounts mentioned in A(a) above.

- 1st July, 1981 for amounts mentioned in A(b)(i).

- 1st July, 1982 for amounts mentioned in A(b)(ii).

- 1st July, 1983 for amounts mentioned in A(b)(iii).

(B) On the other hand, for debts previously rescheduled

(a) The amounts in principal and interest due and not paid as of 30th June, 1980 in respect of bilateral agreements concluded or to be concluded for the implementation of the Agreed Minutes of 20th May, 1978 and 25th July, 1979.

Repayment by Turkey of 90 per cent of the corresponding sums will be made in eight equal and successive semi-annual payments beginning on 1st July, 1984.

Payment by Turkey of the remaining 10 per cent will be made in four equal and successive annual payments beginning on 2nd January, 1981.

(b) With regard to the exceptional payments difficulties which have been stressed by the Turkish Delegation and as an exceptional measure, the amounts of debts owed by Turkey in respect of bilateral consolidation agreements concluded or to be concluded for the implementation of the Agreed Minutes of 20th May, 1978 and 25th July, 1979[1] and falling due between 1st July, 1980 and 30th June, 1981 inclusive.

Repayments by Turkey of 90 per cent of the corresponding sums will be made in eight equal and successive semi-annual payments beginning 2nd January, 1985.

Payment by Turkey of the remaining 10 per cent will be made in four equal and successive annual payments beginning 1st July, 1981.

4. The debts referred to in paragraph 3(A) above to which this relief will apply are:

(a) on the one hand, commercial credits guaranteed or insured by appropriate bodies of the government of the Participating Countries related to contracts or other financial arrangements concluded before 1st January, 1980.

[1] Not printed.

(b) on the other hand, loans from governments or the governmental bodies of the Participating Countries concluded before 1st January, 1980.

It is agreed however that the debts referred to in this Minute do not include those related to the Special Assistance Action for Turkey undertaken within the framework of the OECD.

5. The Representatives of the Government of Turkey undertook to correct any discrimination among creditor countries as to the fulfilment of payments according to the Agreed Minutes of 20th May, 1978 and 25th July, 1979.

6. The arrangements for the rescheduling or refinancing referred to in paragraph 3 will be established in bilateral agreements to be concluded by each of the Participating Countries with the Government of Turkey on the basis of the following principles:

(a) The Participating Countries will place the relevant amounts at the disposal of the Government of Turkey in proportion to the payments that have fallen due or will fall due during the periods defined above and pari passu with these payments, or will reschedule the corresponding payments.

(b) The rate and the terms of interest to be paid in respect of these financial arrangements will be determined bilaterally between Turkey and each of the Participating Countries.

Each Participating Country is prepared to make its maximum effort to keep the rate of interest applying to each bilateral agreement as low as possible, taking into account the market interest rate of the country concerned and legal and other modalities of each consolidation.

As far as the amounts mentioned in paragraph 3(B) above are concerned, the interest will apply to amounts in principal and contractual interest consolidated in the 1978 and 1979 agreements as well as to post maturity interests resulting from these consolidations fallen due and not paid by the date of the signature of the bilateral agreements implementating this Agreed Minute.

(c) Each Participating Country will effect the consolidation of the external debt of Turkey in accordance with such rules as it will lay down in the bilateral agreements to be concluded and which will involve rescheduling or refinancing according to the circumstances.

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7. The Government of Turkey will accord to each of the Participating Countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

8. The provisions set forth in paragraphs 3 and 4 do not apply to those countries whose principal and interest payments are less than SDR one million as regards the arrears or the amounts falling due during each of the consolidation periods mentioned in these paragraphs.

9. The Representative of the Government of Turkey stated that their Government will seek to secure from private creditors including banks, rescheduling, financing or refinancing arrangements comparable to those detailed in this Minute, making sure to avoid any discrimination between different categories of creditors.

10. The Representatives of the Government of Turkey informed the Participating Countries of the determination of their Authorities to conclude in the immediate future bilateral agreements, which remained unsigned for the implementation of the Agreed Minute of 20th May, 1978 and 25th July, 1979 as well as those related to the implementation of the present Agreed Minute and to ensure the strict execution of these agreements and of those already concluded.

11. The Representatives of the Participating Countries emphasized the urgency of the question of private non-guaranteed debt, whether or not covered by a governmental agreement. They took note of the undertaking of the Government of Turkey, which is fully aware of this problem, to find without delay, a solution to this problem in conformity with the provisions of paragraph 9 of the Agreed Minute of 25th July, 1979, with prevailing international trade practices and with legislation of each concerned country.

12. The Participating Countries, noting that any previous creditor country reservations on this issue would be respected, agreed to make available, upon the request of another Participating Country, a copy of its bilateral agreement with the Government of Turkey which implements this Agreed Minute. The Government of Turkey acknowledges this arrangement.

13. The Representatives of the Participating Countries and of Turkey agreed to recommend that their governments initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth above.

Done in Paris this 23rd day of July, 1980 in two versions, English and French, both texts equally authentic.

The Chairman

The Head of the Turkish Delegation

The Delegate of Australia

The Delegate of Austria

The Delegate of Belgium

The Delegate of Canada

The Delegate of the Kingdom of Denmark

The Delegate of Finland

The Delegate of France

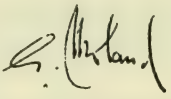
The Delegate of the Federal Republic of Germany

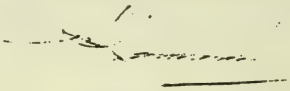
The Delegate of Italy

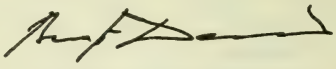
The Delegate of Japan

Makoto Kobayashi

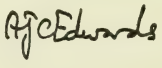
The Delegate of the Netherlands

The Delegate of the Kingdom of Norway 

The Delegate of Spain 

The Delegate of the Kingdom of Sweden 

The Delegate of Switzerland

The Delegate of the United Kingdom 

The Delegate of the United States

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS DUE
UNDER P.L. 480 TITLE I AGRICULTURAL COMMODITY AGREEMENTS

(1) Reference is made to the Agreements Between The United States of America and The Republic of Turkey identified in Annexes A and D attached to this Memorandum of Agreement and hereinafter referred to as "P.L. 480 Agreements." Reference is made also to the "Agreement Between The United States of America and The Republic of Turkey Regarding the Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or Its Agencies" signed in Ankara, Turkey, on September 24, 1981, and to the Understanding reached by certain creditor nations of The Republic of Turkey on July 23, 1980, and agreed to by The Republic of Turkey, wherein agreement was reached on the consolidation and rescheduling of repayments under the P.L. 480 Agreements.

(2) In accordance with the Agreement dated September 24, 1981, and the Understanding reached on July 23, 1980, cited above, it is agreed that dollar principal and interest obligations with respect to contracts having an original maturity of more than one year and which fall due between July 1, 1981 and June 30, 1982 inclusive and which fall due between July 1, 1982 and June 30, 1983, inclusive, excluding principal and interest payable with respect to the rescheduling agreements between The United States and Turkey signed on September 21, 1978, December 11, 1979, and October 24, 1980, shall be repaid as follows:

(a) Principal and interest in the amount of $2,067,159.33 which consists of 90 percent of the payments due during the period July 1, 1981, through June 30, 1982, referred to hereafter as the "First Consolidation Period", as listed in Annex A, shall be repaid in ten equal and consecutive semi-annual installments on January 1 and July 1 with the first payment due on January 1, 1987, and the last payment due on July 1, 1991, as shown in Annex B. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 1, 1982, and semi-annually thereafter on July 1 and January 1 with the last payment due on July 1, 1991, as shown in Annex B.

(b) Principal and interest in the amount of $229,684.37 which consists of 10 percent of the princiapl and interest payments due during the period July 1, 1981, through June 30, 1982, the First Consolidation Period listed in Annex A, shall be repaid in five equal and consective annual installments on July 1 with the first payment due on July 1, 1982 and the last payment due on July 1, 1986, as shown in Annex C. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 1, 1982, and semi-annually thereafter on July 1 and January 1 with the last payment due on July 1, 1986, as shown in Annex C.

(c) Principal and interest in the amount of $2,227,768.04 which consists of 90 percent of the payments due during the period July 1, 1982, through June 30, 1983, referred to hereafter as the "Second Consolidation Period",

as listed in Annex D, shall be repaid in ten equal and consecutive semi-annual installments on January 1 and July 1, with the first payment due January 1, 1988, and the last payment due July 1, 1992, as shown in Annex E. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 1, 1983, and semi-annually thereafter on July 1 and January 1 with the last payment due on July 1, 1992, as shown in Annex E.

(d) Principal and interest in the amount of $247,529.78 which consists of 10 percent of the principal and interest payments due during the period July 1, 1982, through June 30, 1983, the Second Consolidation Period as listed in Annex D, shall be repaid in five equal and consecutive annual installments on July 1, with the first payment due July 1, 1983, and the last payment due on July 1, 1987, as shown in Annex F. Interest on the outstanding balance shall accrue at the rate of 3.0 percent per annum beginning on the first day after the due dates under the original agreements, and shall be due and payable beginning on January 1, 1983, and semi-annually thereafter on July 1 and January 1 with the last payment due on July 1, 1987, as shown in Annex F.

(3) Additional interest at the rate of 3.0 percent per annum shall accrue to the benefit of The United States of America on any past due unpaid amounts or unpaid portions of amounts as listed in Annexes B, C, E, and F. Application of payments or credits shall be first to any interest due, with any balance to the principal installment due.

(4) To the extent not amended herein, the terms and conditions of the P.L. 480 Agreements shall remain in full force and effect.

(5) This Agreement shall enter into force for the rescheduling of payments due during the respective Consolidation Periods at such time as the Agreement Between The United States of America and The Republic of Turkey Regarding The Consolidation and Rescheduling of Certain Debts Owed to, Guaranteed or Insured by The United States Government or its Agencies signed September 24, 1981, enters into force.

(6) Done at Ankara, Turkey, in duplicate this 25th day of November, 1981.

FOR THE REPUBLIC OF TURKEY
AYDEMIR KOC

FOR THE UNITED STATES OF AMERICA
ROBERT STRAUSZ-HUPE

ANNEX A

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
During The Period July 1, 1981 Through June 30, 1982
(The First Consolidation Period)
Under PL 480 Title I Agreements
With
The Republic of Turkey
Showing The Amounts of Consolidated and Non-Consolidated Debt

Original Agreement Date and Delivery Year	Payment Due Date	Amount Due Principal	Amount Due Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
03-16-70 (70)	07-08-81	$ 247,559.35	$222,803.42	$ 470,362.77	$ 423,326.49	$ 47,036.28
01-29-71 (71)	07-15-81	703,236.09	436,006.38	1,139,242.47	1,025,318.22	113,924.25
02-06-69 (69)	09-30-81	367,507.20	319,731.26	687,238.46	618,514.62	68,723.84
TOTAL		$1,318,302.64	$978,541.06	$2,296,843.70	$2,067,159.33	$229,684.37

ANNEX B

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT DATED
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 CONSOLIDATED DEBT
DUE DURING THE PERIOD JULY 1, 1981, THROUGH JUNE 30, 1982, UNDER PL 480 TITLE I AGREEMENTS
(THE FIRST CONSOLIDATION PERIOD)

REPAYMENT TERMS

INTEREST : 3 PERCENT PER ANNUM
PRINCIPAL : 10 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-01-82	$2,067,159.33	$ - 0 -	$ 25,212.71	$ 25,212.71
07-01-82	2,067,159.33	- 0 -	30,752.53	30,752.53
01-01-83	2,067,159,33	- 0 -	31,262.25	31,262.25
07-01-83	2,067,159.33	- 0 -	30,752.53	30,752.53
01-01-84	2,067,159.33	- 0 -	31,262.25	31,262.25
07-01-84	2,067,159.33	- 0 -	30,752.53	30,752.53
01-01-85	2,067,159.33	- 0 -	31,262.25	31,262.25
07-01-85	2,067,159.33	- 0 -	30,752.53	30,752.53
01-01-86	2,067,159.33	- 0 -	31,262.25	31,262.25
07-01-86	2,067,159.33	- 0 -	30,752.53	30,752.53
01-01-87	2,067,159.33	206,715.93	31,262.25	237,978.18
07-01-87	1,860,443.40	206,715.93	27,677.28	234,393.21
01-01-88	1,653,727.47	206,715.93	25,009.80	231,725.73
07-01-88	1,447,011.54	206,715.93	21,526.77	228,242.70
01-01-89	1,240,295.61	206,715.93	18,757.35	225,473.28
07-01-89	1,033,579.68	206,715.93	15,376.27	222,092.20
01-01-90	826,863.75	206,715.93	12,504.90	219,220.83
07-01-90	620,147.82	206,715.93	9,225.76	215,941.69
01-01-91	413,431.89	206,715.93	6,252.45	212,968.38
07-01-91	206,715.96	206,715.96	3,075.25	209,791.21
	Totals	$2,067,159.33	$474,692.44	$2,541,851.77

ANNEX C

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT DATED
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 NON-CONSOLIDATION DEBT
DUE DURING THE PERIOD JULY 1, 1981, THROUGH JUNE 30, 1982, UNDER PL 480 TITLE I AGREEMENTS
(THE FIRST CONSOLIDATION PERIOD)

REPAYMENT TERMS

INTEREST : 3 PERCENT PER ANNUM
PRINCIPAL : 5 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-01-82	$229,684.37	$ - 0 -	$ 2,801.41	$ 2,801.41
07-01-82	229,684.37	45,936.87	3,416.95	49,353.82
01-01-83	183,747.50	- 0 -	2,778.87	2,778.87
07-01-83	183,747.50	45,936.87	2,733.56	48,670.43
01-01-84	137,810.63	- 0 -	2,084.15	2,084.15
07-01-84	137,810.63	45,936.87	2,050.17	47,987.04
01-01-85	91,873.76	- 0 -	1,389.43	1,389.43
07-01-85	91,873.76	45,936.87	1,366.78	47,303.65
01-01-86	45,936.89	- 0 -	694.72	694.72
07-01-86	45,936.89	45,936.89	683.39	46,620.28
	Totals	$229,684.37	$19,999.43	$249,683.80

ANNEX D

SCHEDULE OF CERTAIN AMOUNTS DUE THE UNITED STATES OF AMERICA
During The Period July 1, 1982 Through June 30, 1983
(The Second Consolidation Period)
Under PL 480 Title I Agreements
With
The Republic of Turkey
Showing The Amounts of Consolidated and Non-Consolidated Debt

Original Agreement Date and Delivery Year	Payment Due Due	Amount Due Principal	Amount Due Interest	Total	Consolidated Debt (90%)	Non-Consolidated Debt (10%)
03-16-70 (70)	07-08-82	$ 247,559.35	$ 215,376.64	$ 462,935.99	$ 416,642.39	$ 46,293.60
01-29-71 (71)	07-15-82	703,236.09	632,912.49	1,336,148.58	1,202,533.72	133,614.86
02-06-69 (69)	09-30-82	367,507.20	308,706.05	676,213.25	608,591.93	67,621.32
TOTAL		$1,318,302.64	$1,156,995.18	$2,475,297.82	$2,227,768.04	$247,529.78

ANNEX E

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT DATED
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 CONSOLIDATED DEBT
DUE DURING THE PERIOD JULY 1, 1982, THROUGH JUNE 30, 1983, UNDER PL 480 TITLE I AGREEMENTS
(THE SECOND CONSOLIDATION PERIOD)

REPAYMENT TERMS

INTEREST : 3 PERCENT PER ANNUM
PRINCIPAL : 10 EQUAL SEMI-ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-01-83	$2,227,768.04	$ - 0 -	$ 27,515.80	$ 27,515.80
07-01-83	2,227,768.04	- 0 -	33,141.86	33,141.86
01-01-84	2,227,768.04	- 0 -	33,691.18	33,691.18
07-01-84	2,227,768.04	- 0 -	33,141.86	33,141.86
01-01-85	2,227,768.04	- 0 -	33,691.18	33,691.18
07-01-85	2,227,768.04	- 0 -	33,141.86	33,141.86
01-01-86	2,227,768.04	- 0 -	33,691.18	33,691.18
07-01-86	2,227,768.04	- 0 -	33,141.86	33,141.86
01-01-87	2,227,768.04	- 0 -	33,691.18	33,691.18
07-01-87	2,227,768.04	- 0 -	33,141.86	33,141.86
01-01-88	2,227,768.04	222,776.80	33,691.18	256,467.98
07-01-88	2,004,991.24	222,776.80	29,827.68	252,604.48
01-01-89	1,782,214.44	222,776.80	26,952.94	249,729.74
07-01-89	1,559,437.64	222,776.80	23,199.31	245,976.11
01-01-90	1,336,660.84	222,776.80	20,214.71	242,991.51
07-01-90	1,113,884.04	222,776.80	16,570.93	239,347.73
01-01-91	891,107.24	222,776.80	13,476.47	236,253.27
07-01-91	668,330.44	222,776.80	9,942.56	232,719.36
01-01-92	445,553,64	222,776.80	6,738.24	229,515.04
07-01-92	222,776.84	222,776.84	3,314.19	226,091.03
Totals		$2,227,768.04	$511,918.03	$2,739,686.07

ANNEX F

UNITED STATES DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
CONSOLIDATION AND RESCHEDULING AGREEMENT DATED
WITH
THE REPUBLIC OF TURKEY
REPAYMENT SCHEDULE FOR PL 480 NON-CONSOLIDATED DEBT
)UE DURING THE PERIOD JULY 1, 1982, THROUGH JUNE 30, 1983, UNDER PL 480 TITLE I AGREEMENTS
(THE SECOND CONSOLIDATED PERIOD)

REPAYMENT TERMS

INTEREST : 3 PERCENT PER ANNUM
PRINCIPAL : 5 EQUAL ANNUAL INSTALLMENTS

Installment Due Date	Balance Outstanding	Amount Due		
		Principal	Interest	Total
01-01-83	$247,529.78	$ - 0 -	$ 3,057.32	$ 3,057.32
07-01-83	247,529.78	49,505.96	3,682.43	53,188.39
01-01-84	198,023.82	- 0 -	2,994.77	2,994.77
07-01-84	198,023.82	49,505.96	2,945.94	52,451.90
01-01-85	148,517.86	- 0 -	2,246.08	2,246.08
07-01-85	148,517.86	49,505.96	2,209.46	51,715.42
01-01-86	99,011.90	- 0 -	1,497.39	1,497.39
07-01-86	99,011.90	49,505.96	1,472.97	50,978.93
01-01-87	49,505.94	- 0 -	748.69	748.69
07-01-87	49,505.94	49,505.94	736.49	50,242.43
Totals		$247,529.78	$21,591.54	$269,121.32

IMPLEMENTING AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
GOVERNMENT OF THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING
OF CERTAIN DEBTS OWED TO
THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Implementing Agreement dated Jan 22, 1982 between the United States of America and the Republic of Turkey.

Whereas, the United States of America, acting through the Agency for International Development ("A.I.D."), has made certain loans to, or for the benefit of, the Republic of Turkey ("Turkey");

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to an understanding reached among representatives of certain nations, including the United States, dated July 23, 1980, on the rescheduling and consolidation of Turkey's debts ("Paris Agreed Minute");

Whereas, the Government of the United States and the Government of Turkey have agreed to rescheduling arrangements pursuant to agreements regarding the consolidation and rescheduling of certain debts owed to, guaranteed or insured by the United States Government and its Agencies, dated September 24, 1981, (the "Rescheduling Agreement"); and

Whereas, the Rescheduling Agreement is to be implemented by separate agreements (the "Implementing Agreements") between Turkey and the United States and certain United States agencies, including A.I.D.;

Now therefore, the parties hereto agree as follows:

PART I

RESCHEDULED DEBT

Certain debts incurred by Turkey and owing to A.I.D. pursuant to the loan agreements listed in Schedule A attached hereto are hereby rescheduled as provided in this Agreement.

For the purposes of this Agreement, "Debt" means the sum of principal and interest payable with respect to loan agreements having an original maturity of more than one year and which fall due between July 1, 1981 and June 30, 1982 inclusive and which fall due between July 1, 1982 and June 30, 1983, inclusive. "Debt" does not include the sum of principal and interest payable with respect to the implementing agreements between A.I.D. and Turkey signed on December 5, 1978,[1] April 22, 1980,[2] and February 7, 1981.[3]

[1] TIAS 9361; 30 UST 2753.
[2] TIAS 9786; 32 UST 1549.
[3] TIAS 10091; 33 UST 1057.

"Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-Consolidated Debt" means the remaining 10 percent of the dollar amount of the Debt.

"Consolidation Period" means the period from July 1, 1981 through June 30, 1982, inclusive (the First Consolidation Period) and the period from July 1, 1982, through June 30, 1983, inclusive (the Second Consolidation Period).

"Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid Interest accruing thereon. Interest shall begin to accrue at the rates set forth in Sections 1 and 2 of this Part on the respective due dates specified in each of the loan agreements for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also mean interest at the rates specified in Sections 1 and 2 of this Part which shall accrue on due but unpaid installments of Interest, beginning on the respective due dates for such Interest installments, as established by this Agreement, and continuing to accrue until such amounts are repaid in full.

Section 1. Consolidated Debt.

Turkey shall pay to A.I.D. the Consolidated Debt as set forth in Schedule B in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to the Debt falling due during the First Consolidation Period (July 1, 1981, through June 30, 1982, inclusive), and which amounts to $46,567,106.97 shall be repaid in ten (10) equal annual installments of $4,656,710.70 plus Interest payable on January 1 and July 1 each year commencing on January 1, 1987, with the final installment payable on July 1, 1991.

(b) The Consolidated Debt relating to the Debt which will fall due during the Second Consolidation Period (July 1, 1982 through June 30, 1983, inclusive) and which amounts to $47,321,278.49 shall be repaid in ten (10) equal and consecutive semi-annual installments of $4,732,127.85 plus Interest payable on January 1, and July 1 each year commencing on January 1, 1988, with the final installment due on July 1, 1992.

Turkey shall pay to A.I.D. Interest at the rate of 3.6 percent per annum on the outstanding balance of the Consolidated Debt and on any due and unpaid Interest thereon. All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing on January 1, 1982. Interest on the Consolidated Debt described in paragraphs (a) and (b) above shall accrue from the respective due dates specified in each of the original loan agreements and shall continue to accrue until the Consolidated Debt relating to the Debt is repaid in full.

Section 2. Non-Consolidated Debt

Turkey shall pay to A.I.D. the Non-Consolidated Debt as set forth in Schedule C in accordance with the following terms and conditions:

(a) The Non-Consolidated Debt relating to the Debt falling due during the First Consolidation Period (July 1, 1981 through June 30, 1982 inclusive), and which amounts to $5,174,123.85 shall be repaid in five (5) equal and consecutive annual installments of $1,034,824.77 plus Interest commencing on July 1, 1982, with the final installment due on July 1, 1986.

(b) The Non-Consolidated Debt relating to the Debt which falls due during the Second Consolidation Period (July 1, 1982 through June 30, 1983, inclusive), and which amounts to $5,257,919.19 shall be repaid in five (5) equal and consecutive annual installments of $1,051,583.83 plus Interest commencing on July 1, 1983, with the final installments due on July 1, 1987.

Turkey shall pay to A.I.D. Interest at the rate of 3.6 percent annum on the outstanding balance of the Non-consolidated Debt and on any due and unpaid Interest thereon. All Interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on Juanuary 1 and July 1 of each year commencing on January 1, 1982. Interest on Non-consolidated Debt described in paragraphs (a) and (b) above shall continue to accrue until the Non-consolidated Debt relating to the Debt is repaid in full.

PART II

GENERAL PROVISIONS

Section 1. Other Obligations.

Except as otherwise expressly provided herein, all obligations including payments of debts other than those consolidated and rescheduled hereunder, which become due and payable by Turkey to A.I.D. pursuant to each of the loan agreements shall be paid in accordance with the existing terms of each of such loan agreements. To the extent not modified by this Agreement, the existing terms and conditions of such loan agreements, including events of default and remedies upon default, remain in full force and effect.

Section 2. Adjustment.

The payments provided for in this Agreement, together with the figures from which such amounts are derived, are subject to correction and/or adjustment in accordance with the terms of the Rescheduling Agreement.

Section 3. Application of Payment.

Any payment pursuant to Part I, Section 1, hereof will be applied first to accrued interest on Consolidated Debt and then to repayment of principal of such debt. Any payment pursuant to Part I, Section 2, hereof will be applied first to accrued interest on Non-consolidated Debt and then to repayment of principal of such debt. Subject to the preceding, Turkey shall have the right to prepay without penalty any portion of the Debt due hereunder, provided that Turkey is not otherwise in default on any payment due under the loan agreements listed in Schedule A. Any such prepayment will first be applied to the Non-consolidated Debt and then to Consolidated Debt.

Section 4. Place and Currency of Payment.

Payments hereunder shall be in U.S. dollars and shall be made to the Federal Reserve Bank, New York, for credit to the U.S. Treasury, New York City, for the Agency for International Development (Agency Location Code 72-000-0001).

Section 5. Entry Into Force.

This Implementing Agreement shall enter into force for the rescheduling of payments falling due during the First Consolidation Period upon receipt by Turkey of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement and the Rescheduling Agreements have been fulfilled, and that the United States considers Turkey to be in com-

pliance with the conditions stated in paragraph 3 of the Paris Agreed Minute relating to certain understandings reached between Turkey and the International Monetary Fund.

This Implementing Agreement shall enter into force for the rescheduling of payments falling due during the Second Consolidation Period upon receipt by Turkey of written notice from the United States Government that the United States considers Turkey in compliance with the condition stated in paragraph 3 of the Paris Agreed Minute, relating to certain understandings reached between Turkey and the International Monetary Fund.

IN WITNESS WHEREOF, A.I.D. and Turkey, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their respective names and delivered as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA

Robert Strausz-Hupé
Ambassador

FOR THE REPUBLIC OF TURKEY

Aydemir Koç
Ministry of Finance

SCHEDULE A

TURKEY DEBT RESCHEDULING

Agency for International Development

Loan Numbers

277-H-043	277-H-052	277-H-078
277-H-074	277-H-053	277-H-080
277-H-093	277-H-054	277-H-081
277-B-001	277-H-056	277-H-082
277-B-002	277-H-058	277-H-083
277-B-003	277-H-059	277-H-084
277-A-020	277-H-060	277-H-091
277-H-033	277-H-062	277-H-085
277-H-035	277-H-063	277-H-086
277-H-036	277-H-066	277-H-087
277-H-042	277-H-068	277-H-088
277-H-044	277-H-069	277-H-089
277-H-048	277-H-070	277-H-092
277-H-049A	277-H-071	277-H-094
277-H-050A	277-H-076	277-K-095
277-H-051	277-H-077	277-K-104
		277-K-105

SCHEDULE B-1

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90% Principal	Consolidated 90% Interest	Consolidated 90% Total
277-A-020	10-02-81	$ 2,542,725.23	$ 73,103.35	$2,615,828.58	$2,288,452.70	$ 65,793.01	$2,354,345.71
B-001	12-31-81	680,000.00	41,500.00	721,500.00	612,000.00	37,350.00	649,350.00
	06-30-82	680,000.00	33,000.00	713,000.00	612,000.00	29,700.00	641,700.00
B-002	12-31-81	843,681.06	51,648.47	895,329.53	759,312.95	46,483.62	805,796.57
	06-30-82	854,227.08	41,102.46	895,329.54	768,804.37	36,992.21	805,796.58
B-003	12-31-81	243,648.63	39,167.61	282,816.24	219,283.76	35,250.84	254,534.60
	06-30-82	246,694.23	36,122.01	282,816.24	222,024.80	32,509.80	254,534.60
H-033	08-24-81	163,743.08	29,473.75	193,216.83	147,368.77	26,526.37	173,895.14
	02-24-82	163.743.08	28,859.72	192,602.80	147,368.77	25,973.74	173,342.51
H-035	09-30-81	400,533.26	67,570.52	468,103.78	360,479.93	60,813.46	421,293.39
	03-31-82	400,533.26	66,068.52	466,601.78	360,479.93	59,461.66	419,941.59
H-036	10-16-81	5,147.24	887.90	6,035.14	4,632.51	799.11	5,431.62
	04-16-82	5,147.24	868.60	6,015.84	4,632.51	781.74	5,414.25
H-042	09-21-81	44,900.46	7,913.71	52,814.17	40,410.41	7,122.33	47,532.74
	03-21-82	44,900.46	7,745.33	52,645.79	40,410.41	6,970.79	47,381.20
H-043	10-25-81	572,009.52	93,980.09	665,989.61	514,808.56	84,582.08	599,390.64
	04-25-82	572.009.52	91,835.05	663,844.57	514,808.56	82,651.54	597,460.10
H-044	08-01-81	295,974.87	53,275.48	349,250.35	266,377.38	47,947.93	314,235.31
	02-01-82	295,974.87	52,165.57	348,140.44	266,377.38	46,949.01	313,326.39
H-048	12-12-81	970,223.89	560,479.69	1,530,703.58	873,201.50	504,431.72	1,377,633.22
	06-12-82	979,926.13	550,777.45	1,530,703.58	881,933.51	495,699.71	1,377,633.22
H-049A	12-01-81	67,075.84	42,146.99	109,222.83	60,368.25	37,932.29	98,300.54
	06-01-82	67,746.60	41,476.23	109,222.83	60,971.94	37,328.60	98,300.54
H-050A	12-31-81	34,080.21	20,864.80	54,945.01	30,672.18	18,778.32	49,450.50
	06-30-82	34,421.02	20,523.99	54,945.01	30,978.81	18,471.59	49,450.50
H-051	10-27-81	12,222.04	7,878.72	20,100.76	10,999.83	7,090.84	18,090.67
	04-27-82	12,344.26	7,756.50	20,100.76	11,109.82	6,980.85	18,090.67
H-052	07-28-81	4,174.16	2,690.80	6,864.96	3,756.74	2,421.72	6,178.46
	01-28-82	4,215.90	2,649.06	6,864.96	3,794.31	2,384.15	6,178.46
H-053	11-22-81	205,949.72	129,408.16	335,357.88	185,354.74	116,467.34	301,822.08
	05-22-82	208,009.21	127,348.67	335,337.88	187,208.28	114,613.80	301,822.08
PAGE TOTALS		$11,655,982.07	$2,330,289.20	$ 13,986,271.27	$10,490,383.71	$2,097,260.17	$12,587,643.88

SCHEDULE B-1

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90 % Principal	Consolidated 90 % Interest	Consolidated 90 % Total
277-H-054	12-31-81	$ 47,451.48	$ 28,983.39	$ 76,434.87	$ 42,706.33	$ 26,085.06	$ 68,791.39
	06-30-82	47,926.00	28,508.88	76,434.88	43,133.40	25,657.99	68,791.39
H-056	11-23-81	55,664.04	45,948.79	101,612.83	50,097.63	41,353.91	91,451.54
	05-23-82	56,359.84	45,252.99	101,612.83	50,723.85	40,727.69	91,451.54
H-058	10-07-81	1,030,522.23	830,294.97	1,860,817.20	927,470.00	747.265.47	1,674,735.47
	04-07-82	1,043,403.76	817,413.44	1,860.817.20	939,063.38	735,672.09	1,674,735.47
H-059	11-03-81	30,461.94	26,932.03	57,393.97	27,415.74	24,238.82	51,654.56
	05-03-82	30,842.71	26,551.25	57,393.96	27,758.43	23,896.13	51,654.56
H-060	09-24-81	56,252.50	51,068.21	107,320.71	50,627.25	45,961.38	96,588.63
	03-24-82	56,955.66	50,365.05	107,320.71	51,260.09	45,328.54	96,588.63
H-062	07-28-81	31,702.90	28,034.39	59,737.29	28,532.61	25,230.95	53,763.56
	01-28-82	32,099.18	27,638.11	59,737.29	28,889.26	24,874.30	53,763.56
H-063	09-22-81	382,441.20	347,194.92	729,636.12	344,197.08	312,475.42	656,672.50
	03-22-82	387.221.71	342,414.41	729,636.12	348,499.53	308,172.97	656,672.50
H-066	07-06-81	863,172.40	766,133.04	1,629.305.44	776,855.16	689,519.73	1,466,374.89
	01-06-82	873,962.06	755,343.38	1,629,305.44	786,565.85	679,809.04	1,466,374.89
H-068	10-23-81	24,159.17	24,280.79	48,439.96	21,743.25	21,852.71	43,595.96
	04-23-82	24,461.16	23,978.80	48,439.96	22,015.04	21,580.92	43,595.96
H-069	08-07-81	145,702.56	135,745.65	281,448.21	131,132.30	122,171.08	253,303.38
	02-07-82	147,523.84	133,924.37	281,448.21	132,771.45	120,531.93	253,303.38
H-070	12-18-81	322,794.85	300,743.66	623,538.51	290,515.36	270,669.29	561,184.65
	06-18-82	326,829.78	296,708.73	623,538.51	294,146.80	267,037.85	561,184.65
H-071	09-19-81	181,289.76	168,870.58	350,160.34	163,160.78	151,983.52	315,144.30
	03-19-82	183,555.88	166,604.46	350,160.34	165,200.29	149,944.01	315,144.30
H-074	11-08-81	801,913.70	721,939.66	1,523,853.36	721,722.33	649,745.69	1,371,468.02
	05-08-82	811,937.62	711,915.74	1,523,853.36	730,743.85	640,724.17	1,371.468.02
H-076	09-12-81	349,114.94	350,872.45	699,987.39	314,203.44	315,785.20	629,988.64
	03-12-82	353,478.87	346,508.52	699,987.39	318,130.98	311,857.66	629,988.64
H-077	09-26-81	23,628.14	23,162.21	46,790.35	21,265.32	20,845.98	42,111.30
	03-26-82	23,923.49	22,866.86	46,790.35	21,531.14	20,580.16	42,111.30
H-078	09-16-81	184,459.26	126,794.85	311,254.11	166,013.33	114,115.36	280,128.69
	03-16-82	184,459.26	124,489.11	308,948.37	166,013.33	112,040.19	278,053.52
PAGE TOTALS		$9,115,671.89	$7,897,483.69	$17,013,155.58	$8,204,104.58	$7,107,735.21	$15,311,839.79

SCHEDULE B-1

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90 % Principal	Consolidated 90 % Interest	Consolidated 90 % Total
277-H-080	11-22-81	$ 45,634.04	$ 48,165.51	$ 93,799.55	$ 41,070.63	$ 43,348.95	$ 84,419.58
	05-22-82	46,204.46	47,595.09	93,799.55	41,584.01	42,835.57	84,419.58
H-081	12-10-81	27,869.58	26,638.67	54,508.25	25,082.62	23,974.80	49,057.42
	06-10-82	28,217.95	26,290.30	54,508.25	25,396.15	23,661.27	49,057.42
H-082	07-17-81	39,201.54	39,324.22	78,525.76	35,281.38	35,391.79	70,673.17
	01-17-82	39,691.56	38,834.20	78,525.76	35,722.40	34,950.77	70,673.17
H-083	07-09-81	50,884.74	52,413.21	103,297.95	45,796.26	47,171.88	92,968.14
	01-09-82	51,520.79	51,777.15	103.297.94	46,368.71	46,599.43	92,968.14
H-084	12-16-81	87,394.27	87,834.23	175,228.50	78,654.84	79,050.80	157,705.64
	06-16-82	88,486.70	86,741.80	175,228.50	79,638.03	78,067.61	157,705.64
H-085	07-05-81	469,608.08	460,347.75	929,955.83	422,647.27	414,312.97	836,960.24
	01-05-82	475,478.19	454,477.64	929,955.83	427,930.37	409,029.87	836,960.24
H-086	11-17-81	31,299.24	32,056.44	63,355.68	28,169.31	28,850.79	57,020.10
	05-17-82	31,690.48	31,665.20	63,355.68	28,521.43	28,498.67	57,020.10
H-087	07-06-81	55,761.48	61,595.74	117,357.22	50,185.33	55,436.16	105,621.49
	01-06-82	56,458.50	60,898.72	117,357.22	50,812.65	54,808.84	105,621.49
H-088	07-19-81	197,128.29	142,300.07	339,428.36	177,415.46	128,070.06	305,485.52
	01-19-82	197,128.29	139,835.97	336,964.26	177.415.46	125,852.37	303,267.83
H-089	07-11-81	417,357.86	556,741.06	974,098.92	375,622.07	501,066.95	876,689.02
	01-11-82	423,618.23	550,480.70	974,098.93	381,256.40	495,432.62	876,689.02
H-091	10-19-81	603,938.47	849,809.73	1,453,748.20	543,544.62	764,828.75	1,308,373.37
	04-19-82	612,997.55	840,750.65	1,453,748.20	551,697.79	756,675.58	1,308,373.37
H-092	08-28-81	- 0 -	241,813.25	241,813.25	- 0 -	217,631.92	217,631.92
	02-28-82	245,102.85	241,813.25	486,916.10	220,592.56	217,631.92	438,224.48
H-093	11-18-81	- 0 -	400,000.00	400,000.00	- 0 -	360,000.00	360,000.00
	05-18-82	- 0 -	400,000.00	400,000.00	- 0 -	360,000.00	360,000.00
H-094	07-02-81	- 0 -	89,716.02	89,716.02	- 0 -	80,744.41	80,744.41
	01-02-82	- 0 -	89,716.02	89,716.02	- 0 -	80,744.41	80,744.41
K-095	09-24-81	140,316.53	88,704.76	229,021.29	126,284.87	79,834.28	206,119.15
	03-24-82	141,719.61	87,301.68	229,021.29	127,547.64	78,571.51	206,119.15
PAGE TOTALS		$4,604,709.28	$6,325,639.03	$10,930,348.31	$4,144,238.26	$5,693,074.95	$9,837,313.21

SCHEDULE B-1

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90% Principal	Consolidated 90% Interest	Consolidated 90% Total
277-K-104	07-05-81	$ - 0 -	$2,192,500.00	$2,192,500.00	$ - 0 -	$1,973,250.00	$1,973,250.00
	10-05-82	2,426,455.66	2,192,500.00	4,618,955.66	2,183,810.09	1,973,250.00	4,157,060.09
K-105	11-08-81	- 0 -	1,500,000.00	1,500,000.00	- 0 -	1,350,000.00	1,350,000.00
	05-08-82	- 0 -	1,500,000.00	1,500,000.00	- 0 -	1,350,000.00	1,350,000.00
PAGE TOTALS		$2,426,455.66	$7,385,000.00	$9,811,455.66	$2,183,810.09	$6,646,500.00	$8,830,310.09
GRAND TOTALS		$27,802,818.90	$23,938,411.92	$51,741,230.82	$25,022,536.64	$21,544,570.33	$46,567,106.97

SCHEDULE B-2

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90 % Principal	Consolidated 90 % Interest	Consolidated 90 % Totals
277-B-001	12-31-82	$ 680,000.00	$ 24,500.00	$ 704,500.00	$ 612,000.00	$ 22,050.00	$ 634,050.00
	06-30-83	640,000.00	16,000.00	656,000.00	576,000.00	14,400.00	590,400.00
B-002	12-31-82	864,904.92	30,424.62	895,329.84	778,414.43	27,382.16	805,796.59
	06-30-83	875,716.23	19,613.31	895,329.54	788,144.61	17,651.98	805,796.59
B-003	12-31-82	249,777.91	33,038.33	282,816.24	224,800.12	29,734.50	254,534.62
	06-30-83	252,900.14	29,916.10	282,816.24	227,610.13	26,924.49	254,534.62
H-033	08-24-82	163,743.08	28,245.68	191,988.76	147,368.78	25,421.12	172,789.90
	02-24-83	163,743.08	27,631.64	191,374.72	147,368.78	24,868.48	172,237.26
H-035	09-30-82	400,533.26	64,566.52	465,099.78	360,479.94	58,109.87	418,589.81
	03-31-83	400,533.26	63,064.52	463,597.78	360,479.94	56,758.07	417,238.01
H-036	10-16-82	5,147.24	849.29	5,996.53	4,632.52	764.37	5,396.89
	04-16-83	5,147.24	829.99	5,977.23	4,632.52	747.00	5,379.52
H-042	09-21-82	44,900.46	7,576.95	52,477.41	40,410.42	6,819.26	47,229.68
	03-21-83	44,900.46	7,408.58	52,309.04	40,410.42	6,667.73	47,078.15
H-043	10-25-82	572,009.52	89,690.01	661,699.53	514,808.57	80,721.01	595,529.58
	04-25-83	572,009.52	87,544.97	659,554.49	514,808.57	78,790.48	593,599.05
H-044	08-01-82	295,974.87	51,055.67	347,030.54	266,377.39	45,950.11	312,327.50
	02-01-83	295,974.87	49,945.76	345,920.63	266,377.39	44,951.19	311,328.58
H-048	12-12-82	989,725.39	540,978.19	1,530,703.58	890,752.85	486,880.38	1,377,633.23
	06-12-83	999,622.64	531,080.93	1,530,703.57	899,660.38	477,972.84	1,377,633.22
H-049A	12-01-82	68,424.06	40,798.77	109,222.83	61,581.66	36,718.89	98,300.55
	06-01-83	69,108.30	40,114.53	109,222.83	62,197.47	36,103.08	98,300.55
H-050A	12-31-82	34,765.23	20,179.78	54,945.01	31,288.71	18,161.81	49,450.52
	06-30-83	35,112.88	19,832.13	54,945.01	31,601.60	17,848.92	49,450.52
H-051	10-27-82	12,467.71	7,633.05	20,100.76	11,220.94	6,869.74	18,090.68
	04-27-83	12,592.38	7,508.38	20,100.76	11,333.14	6,757.54	18,090.68
H-052	07-28-82	4,258.06	2,606.90	6,864.96	3,832.26	2,346.21	6,178.47
	01-28-83	4,300.64	2,564.32	6,864.96	3,870.58	2,307.89	6,178.47
H-053	11-22-82	210,089.31	125,268.57	335,357.88	189,080.38	112,741.72	301,822.10
	05-25-83	212,190.20	123,167.68	335,357.88	190,971.18	110,850.92	301,822.10
PAGE TOTALS		$9,180,572.86	$2,093,635.17	$11,274,208.03	$8,262,515.68	$1,884,271.76	$10,146,787.44

SCHEDULE B-2

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90 % Principal	Consolidated 90 % Interest	Consolidated 90 % Total
277-H-054	12-30-82	$ 48,405.26	$ 28,029.62	$ 76,434.88	$ 43,564.74	$ 25,226.66	$ 68,791.40
	06-30-83	48,889.31	27,545.57	76,434.88	44,000.38	24,791.02	68,791.40
H-056	11-23-82	57,064.34	44,548.49	101,612,83	51,357.91	40,093.65	91,451.56
	05-23-83	57,777.64	43,835.18	101,612.82	51,999.88	39,451.67	91,451.55
H-058	10-07-82	1,056,446.30	804,370.89	1,860,817.19	950,801.67	723,933.81	1,674,735.48
	04-07-83	1,069,651.88	791,165.31	1,860,817.19	962,686.70	712,048.78	1,674,735.48
H-059	11-03-82	31,228.24	26,165.72	57,393.96	28,105.42	23,549.15	51,654.57
	05-03-83	31,618.60	25,775.37	57,393.97	28,456.74	23,197.84	51.654,58
H-060	09-24-82	57,667.61	49,653.10	107,320.71	51,900.85	44,687.79	96,588.64
	03-24-83	58,388.45	48,932.26	107,320.71	52,549.60	44,039.04	96,588.64
H-062	07-28-82	32,500.42	27,236.87	59,737.29	29,250.38	24,513.19	53,763.57
	01-28-83	32,906.68	26,830.61	59,737.29	29,616.02	24,147.55	53,763.57
H-063	09-22-82	392,061.98	337,574.14	729,636.12	352,855.79	303,816.73	656,672.52
	03-22-83	396,962.76	332,673.36	729,636.12	357,266.49	299,406.03	656,672.52
H-066	07-06-82	895,947.67	733,357.77	1,629,305.44	806,352.90	660,022.00	1,466,374.90
	01-06-83	907,147.01	722,158.43	1,629,305.44	816,432.31	649,942.59	1,466,374.90
H-068	10-23-82	24,766.92	23,673.04	48,439.96	22,290.23	21,305.74	43,595.97
	04-23-83	25,076.51	23,363.45	48,439.96	22,568.86	21,027.11	43,595.97
H-069	08-07-82	149,367.69	132,080.52	281,448.21	134,430.93	118,872.47	253,303.40
	02-07-83	151,234.99	130,213.22	281,448.21	136,111.50	117,191.90	253,303.40
H-070	12-18-82	330,915.15	292,623.36	623,538.51	297,823.64	263,361.03	561,184.67
	06-18-83	335,051.59	288,486.92	623,538.51	301,546.44	259,638.23	561,184.67
H-071	09-19-82	185,850.33	164,310.01	350,160.34	167,265.30	147,879.01	315,144.31
	03-19-83	188,173.46	161,986.89	350,160.35	169,356.11	145,788.21	315,144.32
H-074	11-08-82	822,086.84	701,766.52	1,523,853.36	739,878.16	631,589.87	1,371,468.03
	05-08-83	832,362.93	691,490.43	1,523,853.36	749,126.64	622,341.39	1,371,468.03
H-076	09-12-82	357,897.36	342,090.03	699,987.39	322,107.63	307,881.03	629,988.66
	03-12-83	362,371.08	337,616.31	699,987.39	326,133.98	303,854.68	629,988.66
H-077	09-26-82	24,222.54	22,567.81	46,790.35	21,800.29	20,311.03	42,111.32
	03-26-83	24,525.32	22,265.03	46,790.35	22,072.79	20,038.53	42,111.32
H-078	09-16-82	184,459.26	122,183.37	306,642.63	166,013.34	109,965.04	275,978.38
	03-16-83	184,459.26	119,877.63	304,336.89	166,013.34	107,889.87	273,903.21
PAGE TOTALS		$9,357,485.38	$7,646,447.23	$17,003,932.61	$8,421,736.96	$6,881,802.64	$15,303,539.60

SCHEDULE B-2

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidation 90 % Principal	Consolidation 90 % Interest	Consolidation 90 % Total
277-H-080	11-22-82	$ 46,782.02	$ 47,017.53	$ 93,799.55	$ 42,103.82	$ 42,315.78	$ 84,419.60
	05-22-83	47,366,79	46,432,76	93,799.55	42,630.11	41,789.49	84,419.60
H-081	12-10-82	28,570.68	25,937.57	54,508.25	25,713,61	23,343.82	49,057.43
	06-10-83	28,927.81	25,580.44	54,508.25	26,035.03	23,022.40	49,057.43
H-082	07-17-82	40,187.71	38,338.06	78,525.77	36,168.94	34,504.26	70,673.20
	01-17-83	40,690.05	37,835.71	78,525.76	36,621.05	34,052.14	70,673.19
H-083	07-09-82	52,164.80	51,133.14	103,297.94	46,948.32	46,019.83	92,968.15
	01-09-83	52,816.86	50,481.08	103,297.94	47,535.18	45,432.97	92,968.15
H-084	12-16-82	89,592.78	85,635.72	175,228.50	80,633.51	77,072.15	157,705.66
	06-16-83	90,712.69	84,515.81	175,228.50	81,641.43	76,064.23	157,705.66
H-085	07-05-82	481,421.66	448,534.17	929,955.83	433,279.50	403,680.75	836,960.25
	01-05-83	487,439.43	442,516.40	929,955.83	438,695.49	398,264.76	836,960.25
H-086	11-17-82	32,086.61	31,269.07	63,355.68	28,877.95	28,142.17	57,020.12
	05-17-83	32,487.69	30,867.99	63,355.68	29,238.93	27,781.19	57,020.12
H-087	07-06-82	57,164.23	60,192.99	117,357.22	51,447.81	54,173.69	105,621.50
	01-06-83	57,878.78	59,478.44	117,357.22	52,090.90	53,530.60	105,621.50
H-088	07-19-82	197,128.29	137,371.87	334,500.16	177,415.46	123,634.69	301,050.15
	01-19-83	197,128.29	134,907.76	332,036.05	177,415.46	121,416.98	298,832.44
H-089	07-11-82	429,972.51	544,126.42	974,098.93	386,975.26	489,713.78	876,689.04
	01-11-83	436,422.09	537,676.84	974,098.93	392,779.88	483,909.16	876,689.04
H-091	10-19-82	622,192.52	831,555.68	1,453,748.20	559,973.27	748,400.11	1,308,373.38
	04-19-83	631,525.40	822,222.80	1,453,748.20	568,372.86	740,000.52	1,308,373.38
H-092	08-28-82	248,779.39	359,043.34	607,822.73	223,901.45	323,139.01	547,040.46
	02-28-83	252,511.09	355,311.64	607,822.73	227,259.98	319,780.48	547,040.46
H-093	11-18-82	- 0 -	400,000.00	400,000.00	- 0 -	360,000.00	360,000.00
	05-18-83	655,737.70	400,000.00	1,055,737.70	590,163.93	360,000.00	950,163.93
H-094	07-02-82	- 0 -	89,716.02	89,716.02	- 0 -	80,744.42	80,744.42
	01-02-83	- 0 -	89,716.02	89,716.02	- 0 -	80,744.42	80,744.42
K-095	09-24-82	143,136.89	85,884.40	229,021.29	128,823.20	77,295.96	206,119.16
	03-24-84	144,568.26	84,453.03	229,021.29	130,111.43	76,007.73	206,119.16
PAGE TOTALS		$5,625,393.02	$6,437,752.70	$12,063,145.72	$5,062,853.76	$5,793,977.49	$10,856,831.25

SCHEDULE B-2

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Consolidated 90 % Principal	Consolidated 90 % Interest	Consolidated 90 % Total
277-K-104	07-05-82	$2,532,855.74	$2,086,099.92	$4,618,955.66	$2,279,570.17	$1,877,489.93	$4,157,060.10
	01-05-83	2,643,921.46	1,975,034.20	4,618,955.66	2,379,529.32	1,777,530.78	4,157,060.10
K-105	11-08-82	- 0 -	1,500,000.00	1,500,000.00	- 0 -	1,350,000.00	1,350,000.00
	05-08-83	- 0 -	1,500,000.00	1,500,000.00	- 0 -	1,350,000.00	1,350,000.00
PAGE TOTALS		$5,176,777.20	$7,061,134.12	$12,237,911.32	$4,659,099.49	$6,355,020.71	$11,014,120.20
GRAND TOTALS		$29,340,228.46	$23,238,969.22	$52,579,197.68	$26,406,205.89	$20,915,072.60	$47,321,278.49

SCHEDULE C-1

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-A-020	10-02-81	$ 2,542,725.23	$ 73,103.35	$ 2,615,828.58	$ 254,272.53	$ 7,310.34	$ 261,582.87
B-001	12-31-81	680,000.00	41,500.00	721,500.00	68,000.00	4,150.00	72,150.00
	6-30-82	680,000.00	33,000.00	713,000.00	68,000.00	3,300.00	71,300.00
B-002	12-31-81	843,681.06	51,648.47	895,329.53	84,368.11	5,164.85	89,532.96
	6-30-82	854,227.08	41,102.46	895,329.54	85,422.71	4,110.25	89,532.96
B-003	12-31-81	243,648.63	39,167.61	282,816.24	24,364.87	3,916.77	28,281.64
	6-30-82	246,694.23	36,122.01	282,816.24	24,669.43	3,612.21	28,281.64
H-033	8-24-81	163,743.08	29,473.75	193,216.83	16,374.31	2,947.38	19,321.69
	2-24-82	163,743.08	28,859.72	192,602.80	16,374.31	2,885.98	19,260.29
H-035	9-30-81	400,533.26	67,570.52	468,103.78	40,053.33	6,757.06	46,810.39
	3-31-82	400,533.26	66,068.52	466,601.78	40,053.33	6,606.86	46,660.19
H-036	10-16-81	5,147.24	887.90	6,035.14	514.73	88.79	603.52
	4-16-82	5,147.24	868.60	6,015.84	514.73	86.86	601.59
H-042	9-21-81	44,900.46	7,913.71	52,814.17	4,490.05	791.38	5,281.43
	3-21-82	44,900.46	7,745.33	52,645.79	4,490.05	774.54	5,264.59
H-043	10-25-81	572,009.52	93,980.09	665,989.61	57,200.96	9,398.01	66,598.97
	4-25-82	572,009.52	91,835.05	663,844.57	57,200.96	9,183.51	66,384.47
H-044	8-01-81	295,974.87	53,275.48	349,250.35	29,597.49	5,327.55	34,925.04
	2-01-82	295,974.87	52,165.57	348,140.44	29,597.49	5,216.56	34,814.05
H-048	12-12-81	970,223.89	560,479.69	1,530,703.58	97,022.39	56,047.97	153,070.36
	6-12-82	979,926.13	550,777.45	1,530,703.58	97,992.62	55,077.74	153,070.36
H-049A	12-01-81	67,075.84	42,146.99	109,222.83	6,707.59	4,214.70	10,922.29
	6-01-82	67,746.60	41,476.23	109,222.83	6,774.66	4,147.63	10,922.29
H-050A	12-31-81	34,080.21	20,864.80	54,945.01	3,408.03	2,086.48	5,494.51
	6-30-82	34,421.02	20,523.99	54,945.01	3,442.11	2,052.40	5,494.51
H-051	10-27-81	12,222.04	7,878.72	20,100.76	1,222.21	787.88	2,010.09
	4-27-82	12,344.26	7,756.50	20,100.76	1,234.44	775.65	2,010.09
H-052	7-28-81	4,174.16	2,690.80	6,864.96	417.42	269.08	686.50
	1-28-82	4,215.90	2,649.06	6,864.96	421.59	264.91	686.50
H-053	11-22-81	205,949.72	129,408.16	335,357.88	20,594.98	12,940.82	33,535.80
	5-22-82	208,009.21	127,348.67	335,357.88	20,800.93	12,734.87	33,535.80
		$11,655,982.07	$2,330,289.20	$13,986,271.27	$1,165,598.36	$233,029.03	$1,398,627.39

Loan Agreements Signed Through January 1, 1980
Due July, 1981 Through June 30, 1982
(First Consolidation Period)

SCHEDULE C-1

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-H-054	12-31-81	$ 47,451.48	$ 28,983.39	$ 76,434.87	$ 4,745.15	$ 2,898.33	$ 7,643.48
	6-30-82	47,926.00	28,508.88	76,434.88	4,792.60	2,850.89	7,643.49
H-056	11-23-81	55,664.04	45,948.79	101,612.83	5,566.41	4,594.88	10,161.29
	5-23-82	56,359.84	45,252.99	101,612.83	5,635.99	4,525.30	10,161.29
H-058	10-07-81	1,030,522.23	830,294.97	1,860,817.20	103,052.23	83,029.50	186,081.73
	4-07-82	1,043,403.76	817,413.44	1,860,817.20	104,340.38	81,741.35	186,081.73
H-059	11-03-81	30,461.94	26,932.03	57,393.97	3,046.20	2,693.21	5,739.41
	5-03-82	30,842.71	26,551.25	57,393.96	3,084.28	2,655.12	5,739.40
H-060	9-24-81	56,252.50	51,068.21	107,320.71	5,625.25	5,106.83	10,732.08
	3-24-82	56,955.66	50,365.05	107,320.71	5,695.57	5,036.51	10,732.08
H-062	7-28-81	31,702.90	28,034.39	59,737.29	3,170.29	2,803.44	5,973.73
	1-28-82	32,099.18	27,638.11	59,737.29	3,209.92	2,763.81	5,973.73
H-063	9-22-81	382,441.20	347,194.92	729,636.12	38,244.12	34,719.50	72,963.62
	3-22-82	387,221.71	342,414.41	729,636.12	38,722.18	34,241.44	72,963.62
H-066	7-06-81	863,172.40	766,133.04	1,629,305.44	86,317.24	76,613.31	162,930.55
	1-06-82	873,962.06	755,343.38	1,629,305.44	87,396.21	75,534.34	162,930.55
H-068	10-23-81	24,159.17	24,280.79	48,439.96	2,415.92	2,428.08	4,844.00
	4-23-82	24,461.16	23,978.80	48,439.96	2,446.12	2,397.88	4,844.00
H-069	8-07-81	145,702.56	135,745.65	281,448.21	14,570.26	13,574.57	28,144.83
	2-07-82	147,523.84	133,924.37	281,448.21	14,752.39	13,392.44	28,144.83
H-070	12-18-81	322,794.85	300,743.66	623,538.51	32,279.49	30,074.37	62,353.86
	6-18-82	326,829.78	296,708.73	623,538.51	32,682.98	29,670.88	62,353.86
H-071	9-19-81	181,289.76	168,870.58	350,160.34	18,128.98	16,887.06	35,016.04
	3-19-82	183,555.88	166,604.46	350,160.34	18,355.59	16,660.45	35,016.04
H-074	11-08-81	801,913.70	721,939.66	1,523,853.36	80,191.37	72,193.97	152,385.34
	5-08-82	811,937.62	711,915.74	1,523,853.36	81,193.77	71,191.57	152,385.34
H-076	9-12-81	349,114.94	350,872.45	699,987.39	34,911.50	35,087.25	69,998.75
	3-12-82	353,478.87	346,508.52	699,987.39	35,347.89	34,650.86	69,998.75
H-077	9-26-81	23,628.14	23,162.21	46,790.35	2,362.82	2,316.23	4,679.05
	3-26-82	23,923.49	22,866.86	46,790.35	2,392.35	2,286.70	4,679.05
H-078	9-16-81	184,459.26	126,794.85	311,254.11	18,445.93	12,679.49	31,125.42
	3-16-82	184,459.26	124,489.11	308,948.37	18,445.93	12,448.92	30,894.85
		$9,115,671.89	$7,897,483.69	$17,013,155.58	$911,567.31	$789,748.48	$1,701,315.79

Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

SCHEDULE C-1

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-H-080	11-22-81	45,634.04	48,165.51	93,799.55	4,563.41	4,816.56	9,379.97
	5-22-82	46,204.46	47,595.09	93,799.55	4,620.45	4,759.52	9,379.97
H-081	12-10-81	27,869.58	26,638.67	54,508.25	2,786.96	2,663.87	5,450.83
	6-10-82	28,217.95	26,290.30	54,508.25	2,821.80	2,629.03	5,450.33
H-082	7-17-81	39,201.54	39,324.22	78,525.76	3,920.16	3,932.43	7,852.59
	1-17-82	39,691.56	38,834.20	78,525.76	3,969.16	3,883.43	7,852.59
H-083	7-09-81	50,884.74	52,413.21	103,297.95	5,088.48	5,241.33	10,329.81
	1-09-82	51,520.79	51,777.15	103,297.94	5,152.08	5,177.72	10,329.80
H-084	12-16-81	87,394.27	87,834.23	175,228.50	8,739.43	8,783.43	17,522.86
	6-16-82	88,486.70	86,741.80	175,228.50	8,848.67	8,674.19	17,522.86
H-085	7-05-81	469,608.08	460,347.75	929,955.83	46,960.81	46,034.78	92,995.59
	1-05-82	475,478.19	454,477.64	929,955.83	47,547.82	45,447.77	92,995.59
H-086	11-17-81	31,299.24	32,056.44	63,355.68	3,129.93	3,205.65	6,335.58
	5-17-82	31,690.48	31,665.20	63,355.68	3,169.05	3,166.53	6,335.58
H-087	7-06-81	55,761.48	61,595.74	117,357.22	5,576.15	6,159.58	11,735.73
	1-06-82	56,458.50	60,898.72	117,357.22	5,645.85	6,089.88	11,735.73
H-088	7-19-81	197,128.29	142,300.07	339,428.36	19,712.83	14,230.01	33,942.84
	1-19-82	197,128.29	139,835.97	336,964.26	19,712.83	13,983.60	33,696.43
H-089	7-11-81	417,357.86	556,741.06	974,098.92	41,735.79	55,674.11	97,409.90
	1-11-82	423,618.23	550,480.70	974,098.93	42,361.83	55,048.08	97,409.91
H-091	10-19-81	603,938.47	849,809.73	1,453,748.20	60,393.85	84,980.98	145,374.83
	4-19-82	612,997.55	840,750.65	1,453,748.20	61,299.76	84,075.07	145,374.83
H-092	8-28-81	-0-	241,813.25	241,813.25	-0-	24,181.33	24,181.33
	2-28-82	245,102.85	241,813.25	486,716.10	24,510.29	24,181.33	48,691.62
H-093	11-18-81	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
	5-18-82	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
H-094	7-02-81	-0-	89,716.02	89,716.02	-0-	8,971.61	8,971.61
	1-02-82	-0-	89,716.02	89,716.02	-0-	8,971.61	8,971.61
K-095	9-24-81	140,316.53	88,704.76	229,021.29	14,031.66	8,870.48	22,902.14
	3-24-82	141,719.61	87,301.68	229,021.29	14,171.97	8,730.17	22,902.14
		$4,604,709.28	$6,325,639.03	$10,930,348.31	$460,471.02	$632,564.08	$1,093,035.10

Loan Agreements Signed Through January 1, 1980
Due July 1, 1981 Through June 30, 1982
(First Consolidation Period)

Schedule C-1

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-K-104	7-05-81	-0-	$2,192,500.00	$2,192,500.00	$ -0-	$ $219,250.00	$219,250.00
	1-05-82	$2,426,455.66	2,192,500.00	4,618,955.66	242,645.57	219,250.00	461,895.57
K-105	11-08-81	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
	5-08-82	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
		$2,426,455.66	$7,385,000.00	$9,811,455.66	$242,645.57	$738,500.00	$981,145.57
GRAND TOTALS		$27,802,818.90	$23,938,411.92	$51,741,230.82	$2,780,282.26	$2,393,841.59	$5,174,123.85

Turkey Debt Rescheduling
Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

SCHEDULE C-2

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-B-001	12-31-82	$ 680,000.00	$ 24,500.00	$ 704,500.00	$ 68,000.00	$ 2,450.00	$ 70,450.00
	6-30-83	640,000.00	16,000.00	656,000.00	64,000.00	1,600.00	65,600.00
B-002	12-31-82	864,904.92	30,424.62	895,329.54	86,490.49	3,042.46	89,532.95
	6-30-83	875,716.23	19,613.31	895,329.54	87,571.62	1,961.33	89,532.95
B-003	12-31-82	249,777.91	33,038.33	282,816.24	24,977.79	3,303.83	28,281.62
	6-30-83	252,900.14	29,916.10	282,816.24	25,290.01	2,991.61	28,281.62
H-033	8-24-82	163,743.08	28,245.68	191,988.76	16,374.30	2,824.56	19,198.86
	2-24-83	163,743.08	27,631.64	191,374.72	16,374.30	2,763.16	19,137.46
H-035	9-30-82	400,533.26	64,566.52	465,099.78	40,053.32	6,456.65	46,509.97
	3-31-83	400,533.26	63,064.52	463,597.78	40,053.32	6,306.45	46,359.77
H-036	10-16-82	5,147.24	849.29	5,996.53	514.72	84.92	599.64
	4-16-83	5,147.24	829.99	5,977.23	514.72	82.99	597.71
H-042	9-21-82	44,900.46	7,576.95	52,477.41	4,490.04	757.69	5,247.73
	3-21-83	44,900.46	7,408.58	52,309.04	4,490.04	740.85	5,230.89
H-043	10-25-82	572,009.52	89,690.01	661,699.53	57,200.95	8,969.00	66,169.95
	4-25-83	572,009.52	87,544.97	659,554.49	57,200.95	8.754.49	65,955.44
H-044	8-01-82	295,974.87	51,055.67	347,030.54	29,597.48	5,105.56	34,703.04
	2-01-83	295,974.87	49,945.76	345,920.63	29,597.48	4,994.57	34,592.05
H-048	12-12-82	989,725.39	540,978.19	1,530,703.58	98,972.54	54,097.81	153,070.35
	6-12-83	999,622.64	531,080.93	1,530,703.57	99,962.26	53,108.09	153,070.35
H-049A	12-01-82	68,424.06	40,798.77	109,222.83	6,842.40	4,079.88	10,922.28
	6-01-83	69,108.30	40,114.53	109,222.83	6,910.83	4,011.45	10,922.28
H-050A	12-31-82	34,765.23	20,179.78	54,945.01	3,476.52	2,017.97	5,494.49
	6-30-83	35,112.88	19,832.13	54,945.01	3,511.28	1,983.21	5,494.49
H-051	10-27-82	12,467.71	7,633.05	20,100.76	1,246.77	763.31	2,010.08
	4-27-83	12,592.38	7,508.38	20,100.76	1,259.24	750.84	2,010.08
H-052	7-28-82	4,258.06	2,606.90	6,864.96	425.80	260.69	686.49
	1-28-83	4,300.64	2,564.32	6,864.96	430.06	256.43	686.49
H-053	11-22-82	210,089.31	125,268.57	335,357.88	21,008.93	12,526.85	33,535.78
	5-22-83	212,190.20	123,167.68	335,357.88	21,219.02	12,316.76	33,535.78
		$9,180,572.86	$2,093,635.17	$11,274,208.03	$918,057.18	$209,363.41	$1,127,420.59

Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

SCHEDULE C-2

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-H-054	12-30-82	48,405.26	28,029.62	76,434.88	4,840.52	2,802.96	7,643.48
	6-30-83	48,889.31	27,545.57	76,434.88	4,888.93	2,754.55	7,643.48
H-056	11-23-82	57,064.34	44,548.49	101,612.83	5,706.43	4,454.84	10,161.27
	5-23-83	57,777.64	43,835.18	101,612.82	5,777.76	4,383.51	10,161.27
H-058	10-07-82	1,056,446.30	804,370.89	1,860,817.19	105,644.63	80,437.08	186,081.71
	4-07-83	1,069,651.88	791,165.31	1,860,817.19	106,965.18	79,116.53	186,081.71
H-059	11-03-82	31,228.24	26,165.72	57,393.96	3,122.82	2,616.57	5,739.39
	5-03-83	31,618.60	25,775.37	57,393.97	3,161.86	2,577.53	5,739.39
H-060	9-24-82	57,667.61	49,653.10	107,320.71	5,766.76	4,965.31	10,732.07
	3-24-83	58,388.45	48,932.26	107,320.71	5,838.85	4,893.22	10,732.07
H-062	7-28-82	32,500.42	27,236.87	59,737.29	3,250.04	2,723.68	5,973.72
	1-28-83	32,906.68	26,830.61	59,737.29	3,290.66	2,683.06	5,973.72
H-063	9-22-82	392,061.98	337,574.14	729,636.12	39,206.19	33,757.41	72,963.60
	3-22-83	396,962.76	332,673.36	729,636.12	39,696.27	33,267.33	72,963.60
H-066	7-06-82	895,947.67	733,357.77	1,629,305.44	89,594.77	73,335.77	162,930.54
	1-06-83	907,147.01	722,158.43	1,629,305.44	90,714.70	72,215.84	162,930.54
H-068	10-23-82	24,766.92	23,673.04	48,439.96	2,476.69	2,367.30	4,843.99
	4-23-83	25,076.51	23,363.45	48,439.96	2,507.65	2,336.34	4,843.99
H-069	8-07-82	149,367.69	132,080.52	281,448.21	14,936.76	13,208.05	28,144.81
	2-07-83	151,234.99	130,213.22	281,448.21	15,123.49	13,021.32	28,144.81
H-070	12-18-82	330,915.15	292,623.36	623,538.51	33,091.51	29,262.33	62,353.84
	6-18-83	335,051.59	288,486.92	623,538.51	33,505.15	28,848.69	62,353.84
H-071	9-19-82	185,850.33	164,310.01	350,160.34	18,585.03	16,431.00	35,016.03
	3-19-83	188,173.46	161,986.89	350,160.35	18,817.35	16,198.68	35,016.03
H-074	11-08-82	822,086.84	701,766.52	1,523,853.36	82,208.68	70,176.65	152,385.33
	5-08-83	832,362.93	691,490.43	1,523,853.36	83,236.29	69,149.04	152,385.33
H-076	9-12-82	357,897.36	342,090.03	699,987.39	35,789.73	34,209.00	69,998.73
	3-12-83	362,371.08	337,616.31	699,987.39	36,237.10	33,761.63	69,998.73
H-077	9-26-82	24,222.54	22,567.81	46,790.35	2,422.25	2,256.78	4,679.03
	3-26-83	24,525.32	22,265.03	46,790.35	2,452.53	2,226.50	4,679.03
H-078	9-16-82	184,459.26	122,183.37	306,642.63	18,445.92	12,218.33	30,664.25
	3-16-83	184,459.26	119,877.63	304,336.89	18,445.92	11,987.76	30,433.68
		$9,357,485.38	$7,646,447.23	$17,003,932.61	$935,748.42	$764,644.59	$1,700,393.01

Loan Agreements Signed Through January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

SCHEDULE C-2

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-H-080	11-22-82	46,782.02	47,017.53	93,799.55	4,678.20	4,701.75	9,379.95
	5-22-83	47,366.79	46,432.76	93,799.55	4,736.68	4,643.27	9,379.95
H-081	12-10-82	28,570.68	25,937.57	54,508.25	2,857.07	2,593.75	5,450.82
	6-10-83	28,927.81	25,580.44	54,508.25	2,892.78	2,558.04	5,450.82
H-082	7-17-82	40,187.71	38,338.06	78,525.77	4,018.77	3,833.80	7,852.57
	1-17-83	40,690.05	37,835.71	78,525.76	4,069.00	3,783.57	7,852.57
H-083	7-09-82	52,164.80	51,133.14	103,297.94	5,216.48	5,113.31	10,329.79
	1-09-83	52,816.86	50,481.08	103,297.94	5,281.68	5,048.11	10,329.79
H-084	12-16-82	89,592.78	85,635.72	175,228.50	8,959.27	8,563.57	17,522.84
	6-16-83	90,712.69	84,515.81	175,228.50	9,071.26	8,451.58	17,522.84
H-085	7-05-82	481,421.66	448,534.17	929,955.83	48,142.16	44,853.42	92,995.58
	1-05-83	487,439.43	442,516.40	929,955.83	48,743.94	44,251.64	92,995.58
H-086	11-17-82	32,086.61	31,269.07	63,355.68	3,208.66	3,126.90	6,335.56
	5-17-83	32,487.69	30,867.99	63,355.68	3,248.76	3,086.80	6,335.56
H-087	7-06-82	57,164.23	60,192.99	117,357.22	5,716.42	6,019.30	11,735.72
	1-06-83	57,878.78	59,478.44	117,357.22	5,787.88	5,947.84	11,735.72
H-088	7-19-82	197,128.29	137,371.87	334,500.16	19,712.83	13,737.18	33,450.01
	1-19-83	197,128.29	134,907.76	332,036.05	19,712.83	13,490.78	33,203.61
H-089	7-11-82	429,972.51	544,126.42	974,098.93	42,997.25	54,412.64	97,409.89
	1-11-83	436,422.09	537,676.84	974,098.93	43,642.21	53,767.68	97,409.89
H-091	10-19-82	622,192.52	831,555.68	1,453,748.20	62,219.25	83,155.57	145,374.82
	4-19-83	631,525.40	822,222.80	1,453,748.20	63,152.54	82,222.28	145,374.82
H-092	8-28-82	248,779.39	359,043.34	607,822.73	24,877.94	35,904.33	60,782.27
	2-28-83	252,511.09	355,311.64	607,822.73	25,251.11	35,531.16	60,782.27
H-093	11-18-82	-0-	400,000.00	400,000.00	-0-	40,000.00	40,000.00
	5-18-83	655,737.70	400,000.00	1,055,737.70	65,573.77	40,000.00	105,573.77
H-094	7-02-82	-0-	89,716.02	89,716.02	-0-	8,971.60	8,971.60
	1-02-83	-0-	89,716.02	89,716.02	-0-	8,971.60	8,971.60
K-095	9-24-82	143,136.89	85,884.40	229,021.29	14,313.69	8,588.44	22,902.13
	3-24-83	144,568.26	84,453.03	229,021.29	14,456.83	8,445.30	22,902.13
		$5,625,393.02	$6,437,752.70	$12,063,145.72	$562,539.26	$643,775.21	$1,206,314.47

Loan Agreements Signed Trhough January 1, 1980
Due July 1, 1982 Through June 30, 1983
(Second Consolidation Period)

Schedule C-2
Page 4 of 4

Loan No.	Due Date	Principal	Interest	Total	Non-Consolidated Principal	Non-Consolidated Interest	10% Total
277-K-104	7-05-82	$2,532,855.74	$2,086,099.92	$4,618,955.66	$ 253,285.57	$ 208,609.99	$ 461,895.56
	1-05-83	2,643,921.46	1,975,034.20	4,618,955.66	264,392.14	197,503.42	461,895.56
K-105	11-08-82	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
	5-08-83	-0-	1,500,000.00	1,500,000.00	-0-	150,000.00	150,000.00
		$5,176,777.20	$7,061,134.12	$12,237,911.32	$ 517,677.71	$ 706,113.41	$1,223,791.12
GRAND TOTALS		$29,340,228.46	$23,238,969.22	$52,579,197.68	$2,934,022.57	$2,323,896.62	$5,257,919.19

MEXICO

Shellfish Sanitation

Memorandum of understanding signed at Washington October 15, 1981;
Entered into force October 15, 1981.

MEMORÁNDUM OF UNDERSTANDING TO CONTROL THE SANITARY QUALITY OF FRESH OR FRESH-FROZEN BIVALVE MOLLUSCA DESTINED FOR EXPORTATION TO THE UNITED STATES OF AMERICA

Between The

FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN SERVICES, UNITED STATES OF AMERICA

And The

SECRETARIAT OF HEALTH AND WELFARE, UNITED STATES OF MEXICO

I. PURPOSE

The Secretariat of Health and Welfare of the United States of Mexico that hereafter will be designated by the initials SSA and the Food and Drug Administration of the Department of Health and Human Services of the United States of America that hereafter will be designated by the initials FDA affirm by this document their intention to cooperate in assuring that fresh and fresh frozen oysters, clams, and mussels exported to the United States of America are safe, wholesome, and have been harvested, transported, processed, and labeled in accordance with the provisions of the Mexican Regulations for the Sanitary Control of Seafoods, the Mexican Bivalve Mollusca Sanitation Program (PMSMB), the National Shellfish Sanitation Program (NSSP), and requirements of the Federal Food, Drug, and Cosmetic Act[1] of the United States of America.

II. DEFINITIONS AND RESPONSIBILITIES

A. Terms

For the purposes of this Memorandum, both parties agree to the following definitions:

1. Shellfish. All edible species of molluscan bivalves except scallop species from the family Pectinidae.

2. Lot. Means a collection of primary containers or units of the same size, type, and style, produced under conditions as nearly uniform as possible, designated by a common container code or marking, and in any event, no more than a day's production.

3. Marine biotoxins. Toxins produced by marine dinoflagellates such as Gonyaulax catenella, Gonyaulax tamarensis, and Gymnodinium breve and concentrated by shellfish during the feeding process.

[1] 52 Stat. 1040; 21 U.S.C. § 301.

4. Central file. The location where shellfish control program information, data, and reports are stored and maintained.

B. SSA Responsibilities

SSA agrees to:

1. Promulgate and enforce sanitation laws and regulations governing the growing, harvesting, processing, and shipment of shellfish to the United States.

2. Classify its shellfish harvesting waters in accordance with the procedures and standards set forth in the NSSP and the PMSMB.

3. Assure that only shellfish harvested from areas which meet NSSP- and PMSMB-approved water quality and marine biotoxin standards and processed according to NSSP and PMSMB guidelines will be exported to the United States of America.

4. Inspect the harvesting, transporting, and processing of shellfish at sufficient frequency to assure compliance with NSSP and PMSMB sanitary control practices.

5. Issue sanitation quality certificates for harvesting areas, only to those shellfish exporting firms and cooperatives that comply with NSSP recommended practices and to notify FDA of the name, location and certification number of these firms or cooperatives on Form FD-3038b "Shellfish Certification". To cancel a firm's certification, SSA will send a completed Form FD-3038c "Certification Cancellation" to FDA.

6. Require that all containers or units of each lot of shellfish exported to the United States of America be identified by the name, address, and certification number of the shipper and the code or marking of the lot. Any other information required by the U.S. Federal Food, Drug, and Cosmetic Act and Mexican Regulations for the Sanitary Control of Seafoods will also be on each container.

7. Invite technical advisors of FDA to visit the firms or cooperatives which have certificates, and shellfish growing areas which have been identified for export harvesting. Such visits will be made on an annual basis or at a frequency considered appropriate by both parties to observe the operation of the Mexican Bivalve Mollusca Sanitation Program.

8. Make travel arrangements for FDA technical advisors and provide the necessary facilities for carrying out their observations within Mexico.

9. Participate in FDA's laboratory quality assurance programs for seawater or shellfish including indicator and pathogenic bacteria, marine toxins, heavy metals, and radionuclides as considered necessary.

10. Participate as appropriate in the evaluation of new methods and procedures, including reagents, media, or other materials as well as instrument and equipment performance.

11. Establish a central office located in Mexico City in the Office of the Liaison Officer where a central file of laboratory results, including routine monitoring data, and data from quality assurance programs, will be maintained. Standard formats for collecting and reporting data should be used and these will be printed in English and Spanish.

C. FDA Responsibilities

FDA agrees to:

1. Publish the names, locations, and certification numbers of firms or cooperatives submitted by SSA. These will appear in the monthly publication of the Interstate Certified Shellfish Shippers List.

2. Provide training in technical and administrative procedures, including inspection, laboratory methods, and classification of shellfish growing areas, upon request of the SSA.

3. Inform the Mexican Liaison Officer of the reason or reasons for FDA detentions of Mexican shellfish imports. Additional information which will be provided will include, but not necessarily be limited to:

a. Commodity, identification, and the code or marking of the lot.

b. Name, address, and certification number of the shipper.

c. Date and other pertinent information on the shipping label.

d. Sampling procedure.

e. Methods of analysis.

f. Administrative procedures.

4. Recognize the United States of Mexico as a participant in the NSSP with full rights to participate in national workshops, cooperative research programs, seminars, training courses, and other NSSP activities, and to make recommendations for changes and improvements in procedures, methods, standards, and guidelines of the NSSP.

5. Participate in joint FDA/SSA evaluations of NSSP practices as they pertain to Mexican shellfish imports.

6. Make travel arrangements for, and pay round trip transportation expenses of, its advisory team between the United States and Mexico. FDA will also pay all per diem of the advisory team.

7. To exchange appropriate information concerning questions by United States of America State or local food control officials regarding the certification, safety, and wholesomeness of shellfish imported from the United States of Mexico. FDA will, if so requested, seek to determine the reason for the problem and inform the SSA of any action taken relative to United States of America State and local laws governing such shellfish imports.

8. The Memorandum of Understanding is subject to the availability of appropriate funds and personnel to each party.

D. Shared Responsibilities

Both parties agree:

1. To name a liaison officer who will coordinate all operational matters relating to this Memorandum. The liaison officers will be responsible for facilitating exchanges of information and expeditiously informing other interested parties within their respective countries on shellfish control problems requiring prompt attention. Each party will provide notification of any changes in liaison officer appointments. Such notification shall constitute a formality and does not require a revision of this agreement.

2. To provide information concerning proposed changes in the following:

a. Methods and procedures for sampling.

b. Methods of analysis.

c. Methods of confirmation.

d. Administrative guidelines, tolerances, specification standards, and nomenclature.

e. Reference standards.

f. Inspectional procedures.

3. To inform each other on a timely basis of the fundamentals of the following:

a. Proposed modifications of existing Federal or local regulations.

b. Proposed new Federal regulations.

c. Proposed new legislation.

d. Proposed modifications to the NSSP.

III. PERIOD OF AGREEMENT

This agreement will come into force upon signature of both parties and will remain in force until terminated. It may be modified by mutual written consent or terminated by either party upon a sixty (60) day advance written notice to the other.

IV. This agreement supersedes the Memorandum of Understanding to control the Sanitary Quality of Fresh or Fresh-Frozen Bivalve Mollusca Destined for Exportation to the United States of America between the Food and Drug Administration, Department of Health, Education, and Welfare, United States of America, and the Secretariat of Health and Welfare of the United

States of Mexico which entered into force March 1979,[1] which agreement is hereby terminated.

V. Done at Washington D.C. this 15th day of October 1981, in duplicate in the English and Spanish languages, both texts being equally authentic.

[2]

FOR THE SECRETARIAT OF HEALTH AND WELFARE, UNITED STATES OF MEXICO

Arthur Hull Hays, Jr.[3]

FOR THE FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN SERVICES, UNITED STATES OF AMERICA

[1] TIAS 9424; 30 UST 3764.
[2] Manuel Lopez Portillo.
[3] Arthur Hull Hays, Jr.

MEMORANDUM DE ENTENDIMIENTO PARA CONTROLAR LA CALIDAD SANITARIA DE LOS MOLUSCOS BIVALVOS, FRESCOS O CONGELADOS FRESCOS, DESTINADOS A LA EXPORTACION A LOS ESTADOS UNIDOS DE AMERICA ENTRE LA ADMINISTRACION DE ALIMENTOS Y DROGAS, DEPARTAMENTO DE SALUD Y SERVICIOS HUMANOS DE LOS ESTADOS UNIDOS DE AMERICA Y LA SECRETARIA DE SALUBRIDAD Y ASISTENCIA DE LOS ESTADOS UNIDOS MEXICANOS

I.- PROPOSITO:

La Secretaría de Salubridad y Asistencia de los Estados Unidos Mexicanos, que en lo sucesivo se señalará con las siglas SSA, y la Administración de - Alimentos y Drogas del Departamento de Salud y Servicios Humanos de los Estados Unidos de América, que en lo sucesivo se señalará con las siglas - F.D.A., manifiestan por medio de este documento, su intención de coope-- rar para asegurar que los ostiones, almejas y mejillones frescos y congela dos frescos, que se exporten a los Estados Unidos de América, sean inno- cuos, sanos y que hayan sido recolectados, transportados, procesados y -- etiquetados de acuerdo con las disposiciones del Reglamento Mexicano para el Control Sanitario de los Productos de la Pesca, del Programa Mexicano - de Sanidad de Moluscos Bivalvos (PMSMB), Programa Nacional de Sanidad - de Moluscos (NSSP)*, y los requerimientos del Acta Federal de Alimentos, Drogas y Cosméticos de los Estados Unidos de América.

II.- DEFINICIONES Y RESPONSABILIDADES:

A) TERMINOS:

Para los propósitos de este memorándum, ambas partes están de acuerdo - con las siguientes definiciones:

* National Shellfish Sanitation Program.

MOLUSCOS.- Todas las especies comestibles de moluscos bivalvos, excepto almejas de la familia Pectinidae.

LOTE.- Es un conjunto de moluscos de una cosecha de no más de un día de producción, que se encuentran en una colección de envases primarios o unidades del mismo tamaño, tipo y estilo, producidos bajo condiciones lo más uniformes posibles e identificados por una clave común en los envases.

BIOTOXINAS MARINAS.- Toxinas producidas por dinoflagelados marinos, tales como: Gonyaulax catenella, Gonyaulax tamarensis y Gymnodinium breve y concentradas por los moluscos durante su proceso de alimentación.

ARCHIVO CENTRAL.- El lugar donde se guarda la información, datos y reportes del Programa de Control de Moluscos.

B) RESPONSABILIDADES DE LA SSA. LA SSA ESTA DE ACUERDO EN:

1.-) Promulgar y reforzar las leyes y reglamentos de sanidad que rigen el cultivo, recolección, procesamiento y envío de los moluscos a los Estados Unidos.

2.-) Clasificar las aguas de recolección de moluscos de acuerdo con los procedimientos y normas acordados en el NSSP y el PMSMB.

3.-) Asegurar que sólo se exporten a los Estados Unidos de América moluscos recolectados de áreas que cumplan con la calidad del agua y normas de biotóxinas marinas del NSSP y del PMSMB y que hayan sido procesados de acuerdo a los lineamientos de los mismos.

4.-) Inspeccionar la recolección, transporte y procesamiento de los moluscos con la periodicidad necesaria para asegurar que se cumpla con las

prácticas de control sanitario del NSSP y del PMSMB.

5.-) Emitir certificados de calidad sanitaria para áreas de extracción sólo a empresas y cooperativas exportadoras de moluscos que cumplan con las prácticas recomendadas por el NSSP y en notificar a la FDA el nombre, ubicación y número de certificado de dichas empresas o cooperativas, en la forma FD-3038 B "Certificación de Moluscos". Para cancelar la certificación de alguna empresa, la SSA enviará a la FDA la forma FD-3038 C "Cancelación de Certificación", debidamente llenada.

6.-) Exigir que todos los envases o unidades de cada lote de moluscos que se exporte a los Estados Unidos de América sea identificado por medio del nombre, dirección y número de certificación de la compañía o cooperativa, así como la clave del lote. Asimismo, cualquier otro tipo de información que requieran el Acta Federal de Alimentos, Drogas y Cosméticos de Estados Unidos de América y los Reglamentos Mexicanos para el Control Sanitario de los Productos de la Pesca, aparecerá en cada envase.

7.-) Invitar asesores técnicos de la FDA para visitar las empresas o cooperativas que tengan certificados, así como las áreas de cultivo de moluscos que hayan sido seleccionados para la exportación. Dichas visitas se realizarán en forma anual, o con la frecuencia que ambas partes consideren apropiada, con el fin de observar la operación del Programa Mexicano de Sanidad de Moluscos Bivalvos.

8.-) Efectuar arreglos para los viajes de los asesores técnicos de la FDA y proporcionar las facilidades necesarias para la realización de sus observaciones en México.

9.-) Participar en los Programas de control de Calidad del Laboratorio de - la FDA para el análisis del agua de mar y productos de la pesca, incluyendo bacterias indicadoras y patógenas, toxinas marinas, metales pesados y radionúclidos según se considere necesario.

10.-) Participar en la medida apropiada en la evaluación de nuevos métodos y procedimientos, incluyendo reactivos, medios u otros materiales, así como funcionamiento de instrumentos y equipo.

11.-) Establecer una oficina central, la cual estará ubicada en la Ciudad de - México, en las oficinas del oficial de enlace, donde se dispondrá de un archivo central con los resultados de laboratorio, incluyendo datos de monitoreo de rutina y datos relativos a los programas de control de - calidad. Se usarán las formas estándares para recopilar y reportar dichos datos. Estas formas deberán imprimirse en inglés y español.

C) RESPONSABILIDADES DE LA F.D.A. LA FDA ESTA DE ACUERDO EN:

1) Publicar los nombres, ubicación y números de certificación de las empresas o cooperativas propuestas por la SSA. Estas aparecerán en la publicación mensual de la Lista Interestatal de Compañías de Moluscos Certificadas.

2) A solicitud de la SSA, la FDA proporcionará entrenamiento en procedimientos técnicos y administrativos, de inspección, métodos de laboratorio y clasificación de áreas de cultivo de moluscos.

3) Cuando las importaciones de moluscos mexicanos sean detenidos por la - FDA, se informará al oficial de enlace mexicano la razón o razones de - dichas detenciones. La información adicional que se proporcionará incluirá, pero no necesariamente se limitará a:

a.- Identificación del producto y clave del lote.

b.- Nombre, dirección y número de certificación de la empresa o cooperativa que lo embarcó.

c.- Fecha y alguna otra información pertinente relativa a la etiqueta de embarque.

d.- Procedimiento de muestreo.

e.- Métodos de análisis.

f.- Procedimientos administrativos.

4) Reconocer a los Estados Unidos Mexicanos como participante en el NSSP con todos los derechos para participar en los talleres de los Estados Unidos de América, programas de investigación conjunta, seminarios, cursos de entrenamiento y otras actividades del NSSP y para formular recomendaciones para cambios y mejoras en los procedimientos, métodos, normas y lineamientos del NSSP.

5) Participar en las evaluaciones conjuntas FDA/SSA de las prácticas del NSSP, en lo referente a las importaciones de moluscos procedentes de México.

6) Efectuar los arreglos para el traslado y pagar los gastos de transporte del viaje redondo de su equipo de asesores, entre los Estados Unidos de América y México. La FDA pagará asimismo todos los viáticos del equipo de asesores.

7) Intercambiar la información apropiada con la FDA cuando un oficial local o estatal de alimentos de los Estados Unidos de América tengan dudas respecto a la certificación, inocuidad y sanidad de los moluscos importados de México. En caso de solicitársele, la FDA buscará determinar la razón del problema e informará a la SSA de cualquier acción to-

mada, relativa a las leyes estatales y locales de los Estados Unidos de - América en materia de importación de moluscos.

8) El Memorándum de Entendimiento está sujeto a la disponibilidad de fondos y personal apropiados de cada una de las partes.

D) RESPONSABILIDADES CONJUNTAS. AMBAS PARTES ESTAN DE ACUERDO EN:

1) Nombrar a un oficial de enlace que coordinará todos los asuntos operativos relacionados con este memorándum. Los oficiales de enlace serán - responsables de facilitar el intercambio de datos e informar a la mayor brevedad a las partes interesadas dentro de sus respectivos países, del control de los problemas concernientes a moluscos, que requieran atención inmediata. Las partes están de acuerdo en notificarse de cualquier cambio de nombramiento del oficial de enlace. Tal notificación constituirá una formalidad y no requiere una revisión de este acuerdo.

2) Proporcionar la información relativa a los cambios que se proponen a -- continuación:

A.- Métodos y procedimientos de muestreo.

B.- Métodos de análisis.

C.- Métodos de confirmación.

D.- Guías administrativas, tolerancias, normas de especificación y nomenclatura.

E.- Estándares de referencia.

F.- Procedimientos de inspección.

3) Ambas partes están de acuerdo en informar oportunamente sobre los siguientes puntos:

A.- Modificaciones que se propongan a reglamentos federales o locales.

B.- Nuevos reglamentos federales que se propongan.

C.- Nueva legislación que se proponga.

D.- Modificaciones que se propongan al NSSP.

III.- PERIODO DE VIGENCIA:

Este acuerdo se hará efectivo a partir de la fecha de la firma de ambas partes y estará en vigor hasta su fecha de terminación. Podrá ser modificado mediante consentimiento escrito de ambas partes o dado por terminado por cualquiera de ellas mediante aviso escrito y con anticipación de 60 días.

IV.- Este acuerdo sucede al "Memorándum de Entendimiento para Controlar la Calidad Sanitaria de los Moluscos Bivalvos Frescos o Congelados destinados a la Exportación a los Estados Unidos de América entre la Administración de Alimentos y Drogas, Departamento de Salud, -- Educación y Asistencia, Estados Unidos de América y la Secretaría - de Salubridad y Asistencia de los Estados Unidos Mexicanos", que entró en vigor en marzo de 1979, el cual se da por terminado.

V.- Elaborado en Washington, D.C., el día 15 de octubre de 1981, y por - duplicado en los idiomas inglés y español, teniendo ambos textos la -- misma autenticidad.

Arthur Hull Hayes, Jr.

JAPAN

Aviation: Transport Services

Interim agreement relating to the agreement of August 11, 1952, as amended.
Effected by exchange of letters
Signed at Washington September 7, 1982;
Entered into force September 7, 1982.
With record of consultations
Signed at Washington June 4, 1982.
And memorandum of understanding
Signed at Washington September 7, 1982.
With exchange of letters.

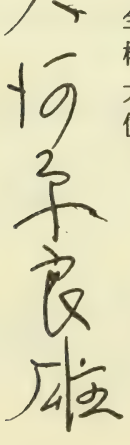
The Japanese Ambassador to the Deputy Secretary of Transportation, Department of Transportation

る時まで又は同日から、二国間の民間航空関係の全般的な見直しを行うこと及び協定の下での利益の総合的均衡を図ることを目的として千九百八十三年末までに再開される交渉が終了する時までのいずれか長い期間効力を有することを提案いたします。

敬具

千九百八十二年九月七日にワシントンで

日本国特命全権大使



アメリカ合衆国運輸省副長官
ダレル・M・トレント　殿

拝啓

本使は、千九百五十二年八月十一日に東京で署名された日本国とアメリカ合衆国との間の民間航空運送協定（修正を含む。）（以下「協定」という。）に関する最近の協議及びこの書簡に添付されている千九百八十二年六月四日にワシントンで署名された協議記録に関し、日本国政府及びアメリカ合衆国政府が協定に関連する事項について協議記録の規定を実施すること及びこれに従い路線について協定の付表が暫定的に修正されることを日本国政府に代わつて提案いたします。

本使は、更に、前記の提案が貴国政府にとつて受諾し得るものであるときは、この書簡及び受諾を表明する貴官の返簡が両国政府間の暫定取極を構成すること並びにこの暫定取極が貴官の返簡の日付の日に効力を生じ、かつ、同日から三年を経過す

TRANSLATION

Washington, September 7, 1982

Dear Mr. Trent,

With reference to the recent consultations on the Civil Air Transport Agreement between Japan and the United States of America signed at Tokyo, August 11, 1952, as amended[1] (hereinafter referred to as the "Agreement"), and to the Record of Consultations signed at Washington, June 4, 1982, appended hereto, I have the pleasure to propose on behalf of my Government that, with respect to the matters relating to the Agreement, the Government of Japan and the Government of the United States of America shall implement the provisions of the Record of Consultations and that, with respect to routes, the Schedule to the Agreement be thereby provisionally modified accordingly.

I have further the pleasure to propose that if the foregoing proposal is acceptable to your Government, this letter and your letter in reply indicating such acceptance shall constitute an Interim Agreement between our two Governments, which will enter into force on the date of your reply and remain in effect for a period of three years or until the date when the negotiations to be reconvened by the end of 1983 in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Agreement are concluded, whichever period is longer.

Sincerely,

Yoshio Okawara

Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan

The Honourable Darrell M. Trent
Deputy Secretary of Transportation
U.S. Department of Transportation
Washington, D.C.

[1] TIAS 2854, 4158, 5939, 6787, 7333, 8882; 4 UST 1948; 10 UST 1; 16 UST 2029; 20 UST 3086; 23 UST 677; 29 UST 1375.

The Deputy Secretary of Transportation, Department of Transportation, to the Japanese Ambassador

THE DEPUTY SECRETARY OF TRANSPORTATION
WASHINGTON, D.C. 20590

September 7, 1982

His Excellency Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan
Embassy of Japan
Washington, D.C.

Excellency,

I have the pleasure to acknowledge receipt of your Excellency's letter of September 7, 1982, which reads as follows:

"Dear Mr. Trent:

"With reference to the recent consultations on the Civil Air Transport Agreement between Japan and the United States of America signed at Tokyo, August 11, 1952, as amended (hereinafter referred to as the "Agreement"), and to the Record of Consultations signed at Washington, June 4, 1982, appended hereto, I have the pleasure to propose on behalf of my Government that, with respect to the matters relating to the Agreement, the Government of Japan and the Government of the United States of America shall implement the provisions of the Record of Consultations and that, with respect to routes, the Schedule to the Agreement be thereby provisionally modified accordingly.

"I have further the pleasure to propose that if the foregoing proposal is acceptable to your Government, this letter and your letter in reply indicating such acceptance shall constitute an Interim Agreement between our two Governments, which will enter into force on the date of your reply and remain in effect for a period of three years or until the date when the negotiations to be reconvened by the end of 1983 in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Agreement are concluded, whichever period is longer.

"Sincerely,

"Yoshio Okawara
"Ambassador Extraordinary
and Plenipotentiary of Japan"

In reply, I have the pleasure to confirm that the proposal set forth in your letter is acceptable to the Government of the United States of America. My Government further agrees that your letter, together with this reply, shall constitute an Interim Agreement between our two Governments, which will enter into force on the date of this reply and remain in effect for a period of three years or until the date when the negotiations to be reconvened by the end of 1983 in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Agreement are concluded, whichever period is longer.

Sincerely,

Darrell M. Trent

Darrell M. Trent
Deputy Secretary
of Transportation

Record of Consultations

With respect to the outstanding issues between Japan and the United States of America concerning bilateral civil aviation relations, an interim agreement should be concluded comprising the following elements:

1. The Government of Japan and the Government of the United States of America should reconvene the negotiations by the end of 1983, in order to review the bilateral civil aviation relations comprehensively and to arrive at an overall balance of benefits under the Civil Air Transport Agreement signed at Tokyo, August 11, 1952, as amended.

2. The Government of Japan and the Government of the United States of America have agreed on the following provisional measures:

(a) Implementation of the measures and extension of the duration of the measures recorded in the Memorandum of Consultations dated September 20, 1980,[1] modified as follows:

For the United States of America, effective April 1, 1983:

Continental/Air Micronesia will be permitted to operate seven round trip flights per week on the basis of narrow body aircraft on a route between Saipan and Nagoya.

For Japan:

On a date to be agreed upon later by the two governments, a Japanese designated airline will be permitted to operate scheduled all-cargo services on a route between Tokyo and Chicago at the level of two round trip flights per week on the basis of narrow body aircraft.

[1] TIAS 9861; 32 UST 2602.

(b) Other elements

Effective April 1, 1983:

For the United States of America:

A U.S. designated airline not currently operating between the U.S. and Japan will be permitted to operate seven round trip combination flights per week on a route between Seattle/Portland and Tokyo.

For Japan:

A Japanese designated airline will be permitted to operate five round trip combination flights per week on a route between Tokyo and Seattle/Chicago.

Effective April 1, 1984:

A Japanese designated airline will be permitted to operate two round trip combination flights per week on a route between Tokyo-Los Angeles-Sao Paulo/Rio de Janeiro with full traffic rights.

This does not affect in any way the right that Japan has with regard to the beyond sector from Los Angeles under the present schedule to the Agreement; nor does this Record of Consultations in any way affect the rights which the U.S. has with regard to the beyond sectors from Japan.

For Both Countries - Effective upon Signature of the Interim Agreement:

(c) 300 one-way charter flights per year for the airlines of each country will be permitted to be operated in accordance with country of origin rules.

(d) These provisional measures mentioned in paragraphs (a), (b), and (c) should be maintained for three years after the date of entry into force of the interim agreement, or until the negotiations mentioned in paragraph 1 above are concluded, whichever is later.

Yoshio Hatano
Envoy Extraordinary and
Minister Plenipotentiary
Embassy of Japan

Darrell M. Trent
Deputy Secretary
United States Department of
Transportation

Washington, D.C.
June 4, 1982

MEMORANDUM OF UNDERSTANDING

With respect to the Record of Consultations signed June 4, 1982, representatives of the Government of the United States of America and the Government of Japan agreed to record that the charter provision of the Record of Consultations, together with other relevant provisions of the Record of Consultations, shall be implemented effective September 7, 1982. Such charter operations will be permitted to commence on October 1, 1982.

For the Government of the United States of America:

Darrell M. Trent
Deputy Secretary of Transportation

For the Government of Japan:

Yoshio Okawara
Ambassador Extraordinary and Plenipotentiary of Japan

Washington, D.C.
September 7, 1982

[EXCHANGE OF LETTERS]

THE DEPUTY SECRETARY OF TRANSPORTATION
WASHINGTON, D.C. 20590

September 7, 1982

His Excellency Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan
Embassy of Japan
Washington, D.C.

Excellency,

It is the understanding of the Government of the United States of America that, with respect to the Memorandum of Understanding dated September 7, 1982, its aeronautical authorities retain the sole discretion to allocate among United States airlines 300 one-way charter flights per year to be operated by such airlines.

I should be grateful for your confirmation that this is also the understanding of the Government of Japan.

Sincerely

Darrell M. Trent
Deputy Secretary
of Transportation

TIAS 10434

Washington, September 7, 1982

Dear Mr. Trent:

This is to confirm that it is the understanding of the Government of Japan, that with respect to the Memorandum of Understanding dated September 7, 1982, the aeronautical authorities of the United States of America retain the sole discretion to allocate among United States airlines 300 one-way charter flights per year to be operated by such airlines.

Sincerely,

Yoshio Okawara
Ambassador Extraordinary and
Plenipotentiary of Japan

The Honourable Darrell M. Trent
Deputy Secretary of Transportation
U.S. Department of Transportation
Washington, D.C.

LIBERIA

Double Taxation: Ships and Aircraft

Agreement effected by exchange of notes
Dated at Monrovia July 1 and August 11, 1982;
Entered into force August 11, 1982.

The American Embassy to the Liberian Ministry of Foreign Affairs

No. 339

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Liberia and has the honor to refer to recent conversations between representatives of the Government of the United States of America and representatives of the Government of Liberia relating to the possibility of concluding an agreement confirming that the two governments grant, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships (and aircraft). The Government of the United States agrees as follows:

The Government of the United States of America, in accordance with Sections 872 (B) and 883 (A) of the Internal Revenue Code of 1954,[1] on the basis of equivalent exemptions granted by the Government of Liberia to citizens of the United States of America and to corporations organized in the United States of America, excludes from gross income and exempts from income tax all earnings derived from the operation of a ship or ships documented (or of aircraft registered) under the laws of Liberia. Earnings from the operation of ships (or aircraft) include profits from the rental on a bareboat basis of ships (or aircraft), and profits from the rental of containers and related equipment used in international transport, if in each case, such rental income is incidental to other income from the operation of ships (or aircraft).

The Government of the United States of America will consider this note, together with the Ministry's note of reply confirming that the Government of Liberia agrees to the terms corresponding to those outlined above, as constituting the agreement between the two governments.

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[1] 68A Stat. 3; 26 U.S.C. §§ 1-8023.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Liberia the assurances of its highest consideration

EMBASSY OF THE UNITED STATES OF AMERICA
Monrovia, July 1, 1982

The Liberian Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA

11134/2-5

The Ministry of Foreign Affairs of the Republic of Liberia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the latter's Note No. 339 of 1 July 1982, referring to the recent conversations between representatives of both Governments relating to the possibility of concluding an Agreement, on a reciprocal basis, on relief from double taxation on earnings derived from the operation of ships (and aircraft), which Note reads as follows:

> "The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Liberia and has the honour to refer to recent conversations between representatives of the Government of the United States of America and representatives of the Government of Liberia relating to the possibility of concluding an agreement confirming that the two governments grant, on a reciprocal basis, relief from double taxation on earnings derived from the operation of ships (and aircraft). The Government of the United States agrees as follows:
>
> "The Government of the United States of America, in accordance with Sections 872 (B) and 883 (A) of the Internal Revenue Code of 1954, on the basis of equivalent exemptions granted by the Government of Liberia to citizens of the United States of America and to corporations organized in the United States of America, excludes from gross income and exempts from income tax all earnings derived from the operation of a ship or ships documented (or of aircraft registered) under the laws of Liberia. Earnings from the operation of ships (or aircraft) include profits from the rental on a bareboat basis of ships (or aircraft), and profits from the rental of containers and related equipment used in international transport, if in each case, such rental income is incidental to other income from the operation of ships (or aircraft).
>
> "The Government of the United States of America will consider this note, together with the Ministry's Note of reply confirming that the Government of Liberia agrees to the terms corresponding to those outlined above, as constituting the agreement between the two Governments.
>
> "The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Liberia the assurances of its highest consideration."

The Ministry of Foreign Affairs is pleased to inform the Embassy of the United States of America that the Government of Liberia accepts the proposal, its terms and conditions as contained in the Embassy's Note quoted herein above, and understands that this Note in reply to the Embassy's Note shall constitute the conclusion of an Agreement between the two Governments which shall enter into force as of the date of the Ministry's Note.

The Ministry of Foreign Affairs of the Republic of Liberia takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration and esteem.

MINISTRY OF FOREIGN AFFAIRS
MONROVIA, L.

The Embassy of the United States
of America
Monrovia, LIBERIA

11 August 1982

CANADA

Fire Protection: Forest Fires

Arrangement effected by exchange of notes
Signed at Ottawa May 4 and 7, 1982;
Entered into force May 7, 1982.

The Canadian Secretary of State for External Affairs to the American Ambassador

The Secretary of State for External Affairs — Canada — Secrétaire d'État aux Affaires extérieures

OTTAWA, K1A 0G2

May 4, 1982

GNG-440

Excellency,

I have the honour to refer to recent discussions between officials of our two Governments on the question of the provision of mutual assistance in fighting forest fires.

I have the honour to propose the conclusion of an arrangement on this matter on the following lines:

(a) On the part of Canada the departments and/or agencies participating in this arrangement will be those listed in the Annex to this Note. On the part of the United States of America the participating departments will be the Department of Agriculture and the Department of the Interior of the United States acting for the following Federal Agencies: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs and the Fish and Wildlife Service.

(b) Participating departments and agencies in Canada or the United States are authorized to request and to receive forest fire fighting assistance from a participating department or agency in the other country.

(c) Requests for fire fighting assistance may be made by written communication or through rapid communication methods between the parties. If the request is made by other than written communication, it shall be confirmed in writing as soon as practical after the request. Written requests shall provide an itemization of services and/or facilities needed together with an undertaking to make reimbursement in accordance with paragraphs (g) and (h). Each such request should be signed by an authorized official as designated in paragraph (e) below.

H.E. Paul H. Robinson, Jr.
Ambassador of the United States of America
Ottawa, Canada

(d) The responsible Government of the requesting party shall reimburse the responsible Government of the aiding party in accordance with paragraphs (g) and (h). It is understood that reimbursement shall be made within one hundred and twenty days or four months after the receipt by the requesting party of an itemized statement of such costs.

(e) On the conclusion of this arrangement and by January 15 annually thereafter the participating departments and agencies will exchange with each other the names of officials designated to request and/or provide services under this arrangement. In accordance with the cooperative nature of this arrangement it shall be permissible and desirable for the parties to exchange recommendations and suggestions designed to render more effective operational procedures to be followed in requesting assistance and reimbursing expenses.

(f) Personnel and facilities of the aiding party made available to the requesting party shall at all times remain under the direct control and direction of the aiding party. The activities of the personnel and facilities of the aiding party should be coordinated by the requesting party with the activities of the personnel and facilities of the requesting party, in order to achieve the maximum possible effectiveness and efficiency.

(g) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of any damage to, loss of or expense incurred in the operation of any facility answering a request for aid (except where such loss, damage or expense is the result of negligence on the part of the operator or from deliberate acts of misuse) and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request.

(h) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of payment of compensation and death benefits disbursed to injured employees and the dependents or representatives of deceased employees in the event such employees sustain injuries or are killed while rendering aid pursuant to this arrangement, provided that such payments are made in the same manner and on the same terms as if the injury or death were sustained in the regular course of employment.

(i) Participating Canadian and United States departments and agencies shall have the right to withdraw some or all of their personnel and/or facilities whenever they are needed for the maintenance of fire fighting at home. Notice of intention in this respect should be communicated to the requesting party.

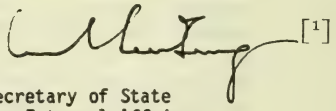
(j) Nothing in this arrangement shall be construed as obligating the parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of money in excess of appropriations authorized by law and allocated for forest fire fighting.

(k) Nothing in this arrangement shall be construed as affecting any existing cooperative forest fire fighting arrangements.

(l) Except for costs set forth in paragraphs (g) and (h) no party to this arrangement or its officers or employees shall be liable to any of the other parties thereto or to their officers or employees on account of any act or omission in consequence of performance or intended performance of this arrangement.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this Note, together with its Annex, which is authentic in English and French, and your Excellency's reply to that effect, shall constitute an arrangement between our two Governments on this matter which will enter into force on the date of your reply and shall remain in force until terminated by either Government on six month's notice in writing to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

 [1]

Secretary of State
for External Affairs

[1] Mark MacGuigan.

ANNEX

Government of Canada:

The Department of Indian Affairs and Northern Development (Northern Affairs Programme)

Department of the Environment (Canadian Forestry Service and Parks Canada)

Government of Alberta:

Department of Energy and Natural Resources
Alberta Forest Service

Government of British Columbia:

British Columbia Forest Service

Government of Manitoba:

Department of Natural Resources

Government of New Brunswick:

Department of Natural Resources

Government of Nova Scotia:

Department of Lands and Forests

Government of Ontario

Ministry of Natural Resources

Government of Saskatchewan:

Department of Tourism and Renewable Resources

French Text of the Canadian Note

The Secretary of State for External Affairs — Secrétaire d'État aux Affaires extérieures

Canada

OTTAWA, K1A 0G2

le 4 mai 1982

GNG-440

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux discussions tenues récemment entre des représentants de nos deux gouvernements sur la question de la prestation d'une assistance mutuelle en matière de lutte contre les feux de forêt.

J'ai l'honneur de proposer à ce sujet la conclusion d'un arrangement selon les grandes lignes suivantes:

a) En ce qui concerne le Canada, les ministères ou organismes participant à cet arrangement seront ceux mentionnés dans l'Annexe de la présente. En ce qui concerne les États-Unis d'Amérique, les départements participants seront le département de l'Agriculture et le département de l'Intérieur des États-Unis agissant au nom des organismes fédéraux suivants: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs et Fish and Wildlife Service.

b) Les départements, ministères et organismes participants du Canada ou des États-Unis sont autorisés à demander et à recevoir d'un département, ministère ou organisme participant de l'autre pays une assistance pour combattre les feux de forêt.

c) De telles demandes peuvent être présentées sous forme de communication écrite ou par des moyens de communications rapides entre les parties. Si la demande est présentée sous une forme autre que la communication écrite, elle sera confirmée par écrit dès qu'il sera possible de le faire. Les demandes écrites spécifieront les services et/ou les installations nécessaires et comporteront un engagement de rembourser tous les coûts subis en conformité des paragraphes g) et h).

Chaque demande du genre devrait être signée par un représentant autorisé désigné selon le paragraphe e) ci-dessous.

S.E. Paul H. Robinson, dr.
Ambassadeur des États-Unis d'Amérique
Ottawa, Canada

d) Le gouvernment dont relève l'entité qui demande les services remboursera le gouvernement dont relève l'entité qui les fournit, conformément aux dispositions des paragraphes g) et h). Il est entendu que le remboursement sera effectué dans les cent vingt jours ou dans les quatre mois suivant réception, par la partie qui a demandé les services, d'un relevé détaillé de ces coûts.

e) Lors de la conclusion de cet arrangement, et au plus tard le 15 janvier de chaque année suivante, les départements, ministères et organismes participants s'échangeront les noms des représentants désignés pour demander et/ou fournir des services dans le cadre de cet arrangement. Étant donné la nature coopérative de cet arrangement, il sera permis et souhaitable que les parties s'échangent des recommendations et des suggestions visant à rendre plus efficaces les modalités opérationnelles à suivre pour la demande d'une assistance et le remboursement des frais.

f) Le personnel et les installations que la partie fournissant l'assistance aura mis à la disposition de la partie qui la demande resteront à tous moments sous la direction et le contrôle directs de la partie qui prête son assistance. Les activités du personnel et l'usage des installations de la partie qui fournit l'assistance et les activités du personnel et l'usage des installations de la partie qui la demande seront coordonnés entre eux par cette dernière afin d'en tirer le maximum de rendement et d'efficacité.

g) Toute partie qui fournira une assistance en vertu du présent arrangement sera remboursée, par le gouvernement dont relève la partie qui recevra cette aide, de toute perte ou de tout dommage subi ou de toute dépense encourue du fait de l'exploitation d'une installation fournie pour répondre à la demande d'aide (sauf lorsqu'une telle perte, un tel dommage ou une telle dépense est le résultat de la négligence de l'opérateur ou d'actes délibérés de mauvais usage) ainsi que du coût de tous les matériaux, du transport, des salaires et traitements de même que des frais d'entretien des employés et de l'équipement reliés à la prestation d'une telle aide.

h) Toute partie qui fournira une aide dans le cadre du présent arrangement sera remboursée, par le gouvernement dont relève la partie qui la reçoit, des indemnités et des prestations de décès consenties aux employés blessés et aux personnes à charge ou aux représentants d'employés décédés lorsque les blessures ou le décès desdits employés surviennent alors qu'ils prêtent leurs services dans le cadre de cet arrangement, à la condition que ces versements soient effectués de la même manière et aux mêmes conditions que si les blessures ou le décès étaient survenus dans le cours normal de leurs fonctions.

i) Les départements, ministères et organismes participants du Canada et des États-Unis auront le droit de retirer en tout ou en partie leur personnel et/ou leurs installations lorsqu'ils sont nécessaires pour le maintien de leurs propres services de protection contre les incendies. Un avis d'intention à cet effet devrait être communiqué à la partie qui a demandé les services.

j) Aucune disposition du présent arrangement ne sera interprétée comme obligeant les parties à effectuer des dépenses ou à assumer des obligations, contractuelles ou autres, pour le paiement de montants excédant les crédits statutaires consentis aux services de protection contre les feux de forêt.

k) Aucune disposition du présent arrangement ne sera interprétée à l'encontre d'un arrangement existant en matière de coopération pour la lutte contre les feux de forêt.

l) Sauf en ce qui a trait aux débours prévus aux paragraphes g) et h), aucune partie à cet arrangement, et aucun agent ou employé de cette partie, ne sera tenu(e) responsable à l'égard de quelque autre partie audit arrangement, ou de l'un de ses agents ou employés, pour un acte ou une omission découlant de l'exécution, ou d'une intention d'exécution, de cet arrangement.

Si ces dispositions agréent au gouvernement des États-Unis d'Amérique, j'ai l'honneur de proposer que cette Note et son Annexe, dont les versions française et anglaise font également foi, ainsi que la réponse de Votre Excellence à cet effet, constituent en la matière un arrangement entre nos deux gouvernements qui prendra effet à la date de votre réponse et restera valide jusqu'à ce que l'un ou l'autre gouvernement y mette fin moyennant préavis écrit de six mois à l'autre.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'État
aux Affaires extérieures

ANNEXE

Gouvernement du Canada:

Ministère des Affaires indiennes et du Nord
(Programme des affaires du Nord)

Ministère de l'Environnement (Service canadien des forêts et Parcs Canada)

Gouvernement de l'Alberta:

Ministère de l'Énergie et des Ressources naturelles

Service des forêts de l'Alberta

Gouvernement de la Colombie-Britannique:

Service des forêts de la Colombie-Britannique

Gouvernement du Manitoba:

Ministère des Ressources naturelles

Gouvernement du Nouveau-Brunswick:

Ministère des Ressources naturelles

Gouvernement de la Nouvelle-Écosse:

Ministère des Terres et Forêts

Gouvernement de l'Ontario:

Ministère des Richesses naturelles

Gouvernement de la Saskatchewan:

Ministère du Tourisme et des Ressources renouvelables

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Ottawa, May 7, 1982

No. 127

Sir:

I have the honor to refer to your Note Number GNG-440 of May 4, 1982, concerning an arrangement on mutual assistance in fighting forest fires between the Government of the United States of America and the Government of Canada.

I have the honor to confirm that it is the desire of my Government to conclude this arrangement as set out in your note of May 4, 1982. Accordingly, I have the further honor to confirm that your note of May 4, 1982 and this reply shall constitute an arrangement to that effect between our two Governments in this matter which shall enter into force as of the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Smith
Charge d'Affaires ad interim

The Honorable

Mark MacGuigan,

Secretary of State for External Affairs

Ottawa

TIAS 10436

SUDAN

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Khartoum July 20, 1982;
Entered into force August 23, 1982.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE DEMOCRATIC REPUBLIC OF SUDAN
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Democratic Republic of Sudan ("Sudan") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Sudan's Debts, signed at Paris on March 18, 1982 by representatives of certain nations, including the United States, and agreed to by the representative of Sudan, hereinafter referred to as the "Minute", and annexed hereto as Annex D, the United States and Sudan hereby agree to consolidate and reschedule certain Sudanese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its appropriate agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements"), between Sudan and the United States, with respect to PL-480[1] Agreements, and between Sudan and each of the following United States agencies: the Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the U.S. Department of Defense. The Department of Defense will include in its Implementing Agreements amounts which it will pay to the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Sudan.

[1] 68 Stat. 454; 7 U.S.C. §1721 *et seq.*

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated maturities in Arrears or originally falling due during the Consolidation Period and which relate to:

   (a) Commercial credits extended, guaranteed or insured by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

   (b) Loans from the United States or its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

2. "Debt" means the sum of principal and interest, including late charges, with respect to the Contracts falling due between July 1, 1981 and December 31, 1982, inclusive, and not yet paid, and payments of principal and interest, including late charges, with respect to such Contracts originally due and not paid as of June 30, 1981 other than payments due pursuant to the rescheduling agreement signed May 17, 1980.[1] It is understood that, for Debt which is guaranteed or insured by the Commodity Credit Corporation, or the Export-Import Bank as the case may be, this Agreement will apply only to that

[1] TIAS 9952; 32 UST 4373.

portion of such payments of principal and interest which is covered by an assurance agreement or payment guarantee.

3. "Consolidated Debt" means ninety percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining ten percent of the Debt.

4. "Consolidation period" means the period from July 1, 1981 through December 31, 1982.

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

6. "Agency" means the United States Agency for International Development, the Export-Import Bank of the United States, the Commodity Credit Corporation, and the U.S. Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Sudan agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $40.3 million, shall be repaid in eleven equal and consecutive semi-annual installments of approximately $3.7 million, plus Interest. Principal payments are payable on each July 1 and January 1, commencing on July 1, 1987 with the final installment payable on July 1, 1992.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, and 13.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department

of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank and determined by the Bank prior to the beginning of each six month period. For Interest accruing from July 1, 1981 through January 3, 1982 the annual rate shall be 13.625 percent per annum and for Interest accruing from January 4, 1982 through June 30, 1982 the rate shall be 12.878 percent per annum. In each subsequent six month period, the Export-Import Bank of the United States shall notify Sudan of the appropriate rate prior to the beginning of such six month period. For the Commodity Credit Corporation the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on an annual basis and will be based on the appropriate rate which reflects the cost of borrowing by the Corporation. For Interest accruing in calendar year 1982 the rate shall be 14.5 percent per annum. For Interest accruing in 1983 and in subsequent years, the Commodity Credit Corporation shall notify Sudan

of the applicable rate no more than thirty days after the beginning of such year. All Interest with respect to the Consolidated Debt shall be payable semi-annually on January 1, and July 1 of each year commencing on January 1, 1983.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Sudan agrees to repay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt, which amounts to approximately $4.5 million, shall be repaid in annual installments of 2.5 percent of the Debt, which amounts to approximately $1.1 million, plus Interest, each to be made on December 31, 1982, and December 31, 1983. A final installment of 5.0 percent of the Debt, plus Interest, which amounts to approximately $2.2 million, plus Interest is to be paid on December 31, 1984.

(b) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest thereon shall be 3.0 percent per calendar year on the outstanding balance of such payments due to the Agency

for International Development, 3.0 percent per calendar year on the outstanding balance of such payments due to the United States with respect to PL-480 agreements, 13.0 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States and the Commodity Credit Corporation, the rates of Interest on Non-consolidated Debt and on any due but unpaid Interest thereon shall be determined in accordance with Article III, paragraph 1(b) of this Agreement. All Interest with respect to Non-consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing with January 1, 1983.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. It is understood that adjustment may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. It is further understood that in the event the terms and conditions of the PL-480 Title III Agreement signed December 22, 1979 are satisfied, an appropriate adjustment in the amounts of the Consolidated and Non-Consolidated Debt will be made.

ARTICLE IV

General Provisions

1. Sudan agrees to grant the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.
2. Except as they may be modified by the subsequent Implementing Agreements, or other arrangements made pursuant to this Agreement, all terms of the Contracts remain unchanged.

ARTICLE V

Entry into Force

1. This Agreement shall enter into force upon receipt by Sudan of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Khartoum, Sudan, in duplicate, this 20th day of July, 1982.

For the United States of America

C. William Kontos
Ambassador

For the Republic of Sudan

Ibrahim Moniem Mansour
Minister
Ministry of Finance and
Economic Planning

[1] Aug. 23, 1982.

Annex A

Contracts Subject to Rescheduling

Agency For International Development
Loan Numbers

650-H-003A
650-H-006
650-H-017

Export-Import Bank
Loan Numbers

4464
4780
4827
G-1-710 (BG-9509)
MT-10755 (MP-11289)
MT-10896 (MP-204)
MT 11210/52320
MT 11211

Department of Defense
Loan Numbers

791G dated May 23, 1979
801G dated September 3, 1980
811G dated February 19, 1981

PL-480 Agreements
Loan Agreements dated:

March 19, 1973
May 8, 1974
February 21, 1977
December 24, 1977
February 8, 1979
December 22, 1979
August 7, 1980
January 19, 1981

Commodity Credit Corporation
Loan Numbers

GSM-101-574
GSM-101-575
GSM-101-576
GSM-101-577
GSM-101-578
GSM-101-579
GSM-101-599
GSM-101-612

GSM-102-831
GSM-102-832
GSM-102-833
GSM-102-835
GSM-102-836
GSM-102-837
GSM-102-838
GSM-102-840
GSM-102-860
GSM-102-861

Annex B

Summary of Consolidated Debt*
(thousands of U.S. dollars)

Agency for International Development	205
Export-Import Bank	6,819
Department of Defense	8,881
PL-480 Agreements	2,216
Commodity Credit Corporation	22,181
TOTAL	40,302

*Data are rounded and subject to revision per Article III, paragraph 4. [Footnote in the original.]

Annex C

Summary of Non-consolidated Debt*
(thousands of U.S. dollars)

Agency for International Development	23
Export-Import Bank	757
Department of Defense	987
PL-480 Agreements	246
Commodity Credit Corporation	2,465
TOTAL	4,478

*Data are rounded and subject to revision per Article III, paragraph 4. [Footnote in the original.]

ANNEX D

AGREED MINUTE
ON THE CONSOLIDATION OF THE DEBT
OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

I. PREAMBLE.

1. The Representatives of the Governments of Austria, Belgium, Canada, Denmark, France, the Federal Republic of Germany, Italy, Japan, The Netherlands, Norway, Switzerland, the United Kingdom, and the United States of America, hereinafter referred to as "Participating Creditor Countries" met in Paris on March 17 and 18,1982 with representatives of the Government of the Sudan in order to examine the request for alleviation of that Government's external debt service obligation. Observers of the Governments of Spain and Sweden as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of the European Communities,and the Organisation for Economic Cooperation and Development also attended the meeting.

2.The Delegation of the Sudan outlined the serious economic and financial difficulties faced by their country and the strong determination of their Government to meet the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of the Sudan and the major elements of the program of adjustment undertaken by the Government of the Sudan and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on February 18, 1982. This arrangement, applying to the period ending December 31, 1982, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of the Sudan and stressed the importance they attach to the continuing and full implementation of this program, in particular the improvement of public finances and the reestablishment of internal and external confidence in the management of the economy.

II.RECOMMENDATIONS ON TERMS OF THE REORGANIZATION.

Mindful of the serious payments difficulties faced by the Government of the Sudan, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms :

1. Debts concerned.

The debt service (the "debts") to which this reorganization will apply is that resulting from :

a) commercial credits guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions, having original maturities of more than one year, and which were extended pursuant to a contract or other financial arrangement concluded before July 1, 1981.

b) loans from Governments or appropriate institutions of the participating creditor countries, having original maturities of more than one year, which were contracted before July, 1 1981.

It is understood that debt service due as a result of previous consolidation is not affected by the present reorganization.

2. Terms of the consolidation.

The debt relief will apply as follows :

a) - 90 % of the principal and interest payments originally due and not paid as of June 30, 1981 on credits and government loans referred to in paragraph 1 above, and

- 90 % of the amounts in principal and interest due from July 1, 1981 up to December 31, 1982 inclusive, and not paid on loans and credits mentioned in paragraph 1 above, will be rescheduled or refinanced.

b) Repayment by the Government of the Sudan of the corresponding sums will be made in 11 equal and successive semi-annual payments, the first payment to be made on July 1, 1987 (end of the grace period) and the final payment to be made on July 1, 1992 (end of the repayment period).

c) The remaining 10 % of principal and interest will be paid according to the following schedule :

- 2,5% on December 31, 1982
- 2,5% on December 31, 1983
- 5,0% on December 31, 1984.

3. Rate of interest.

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of the Sudan and the Government or appropriate institutions of each participating creditor country.

Each creditor country is prepared to make its maximum effort to keep the rates of interest as low as possible taking into account the appropriate market rate and the legal and other modalities of each consolidation.

III. GENERAL RECOMMENDATIONS

1. In order to secure comparable treatment of public and private external creditors on their debts, the representatives of the Government of theSudan stated that their Government will seek to secure from its other external creditors, particularly commercial banks ,rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute and in the agreed minute signed on November 13, 1979 for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of the Sudan will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of the Sudan undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on debts of a comparable term.

4. The provisions set forth in this minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made as soon as possible.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of the Sudan which implements this agreed minute. The Government of the Sudan acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of the Sudan acknowledges this arrangement.

7. The Government of the Sudan will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above.

8. The government of the Sudan undertakes to pay all debt service not paid and owed to or guaranteed by the Governments of the participating creditor countries or their appropriate institutions, and not covered by this minute as soon as possible.

IV. IMPLEMENTATION

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of the Sudan on the basis of the following principles :

1. The Government of each participating creditor country will :

- refinance debts by placing new funds at the disposal of the Government of the Sudan at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period,

or

- reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of the Sudan and the Governments of the participating creditor countries will seek to conclude with the least delay,and will spare no effort to reach satisfactory bilateral agreements by not later than September 30, 1982.

3. The provisions of the present agreement will apply under the condition that the Democratic Republic of Sudan continues to be authorised to make purchases under the arrangement from the Fund. For this purpose, the Government of Sudan agrees that the Fund informs the Chairman of this creditor group regarding the status of Sudan's relations with the Fund.

4. In response to the request of the representatives of the Government of the Democratic Republic of Sudan, the participating creditor countries agreed in principle to consider subsequently the matter of Sudan debt service payment falling due after December 31, 1982 provided :

- that the Sudan continues to have an arrangement with the International Monetary Fund involving use of the Fund's resources, subject to upper tranche conditionality.

- and that the Sudan has reached with banks and other creditors effective arrangements meeting the conditions described in the section III paragraph 1, 2 and 3 above.

76-827 - 88 - 14

5. The representatives of the Governments of each of the participating countries and of the Government of the Sudan agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negociations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 18 th day of March 1982, in two versions, English and French both texts equally authentic.

The Chairman of the Paris Club

The Leader of the Sudan Delegation

Delegation of Austria

Delegation of Italy

Delegation of Belgium

Delegation of Japan

Delegation of Canada

Delegation of the Netherlands

Delegation of Denmark

Delegation of Norway

Delegation of France

Delegation of Switzerland

Delegation of the Federal Republic of Germany

Delegation of the United Kingdom

Delegation of the United States of America.

PORTUGAL

Education: Financing of Exchange Programs

Agreement amending the agreement of March 19, 1960, as amended.
Effected by exchange of letters
Signed at Lisbon July 6, August 16 and September 3, 1982;
Entered into force September 3, 1982.

The Portuguese Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

2698

Senhor Encarregado de Negócios

Com referência ao Acordo sobre intercâmbio Cultural entre os nossos dois países, assinado em 19 de Março de 1960, informo V.Exa. de que o Governo Português, no intuito de mais eficazmente atingir os fins mencionados no referido Acordo e, tendo em vista o interesse mútuo dos respectivos países, propõe que ao seu artigo 4 seja data a seguinte redacção:

"A gerência e direcção dos assuntos da comissão caberão a uma Junta de Directores constituída por oito membros (adiante designados por "Junta"), quatro dos quais deverão ser cidadãos dos Estados Unidos da América e os outros quatro cidadãos portugueses. Além destes, o funcionário superior encarregado da Missão Diplomática dos Estados Unidos da América em Portugal (adiante designado por "Chefe da Missão") será o Presidente Honorário da Junta; terá direito a voto de desempate em qual

quer votação da Junta e nomeará o Presidente da Junta. O Presidente da Junta, na sua qualidade de membro efectivo da mesma, terá direito a voto. Os cidadãos dos Estados Unidos da América membros da Junta, dos quais dois, pelo menos, deverão ser funcionários do Serviço Externo dos Estados Unidos, serão nomeados e exonerados pelo Chefe da Missão, e um deles exercerá as funções de Tesoureiro da Junta. Os membros portugueses deverão ser nomeados e exonerados pelo Governo português, que indicará, de entre eles, o Vice-Presidente da Junta, ao qual competirá substituir o Presidente nas suas faltas e impedimentos.

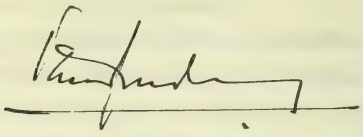
Os membros da Junta exercerão os seus cargos desde a data da respectiva nomeação até ao dia 31 de Dezembro seguinte e poderão ser novamente nomeados. As vagas resultantes de demissões, transferências de residência para fora de Portugal, expiração do tempo de serviço, etc., deverão ser preenchidas de acordo com o procedimento estabelecido neste Artigo.

Os membros da Junta não serão remunerados, mas a Junta poderá autorizar que lhes sejam pagas as despesas resultantes das respectivas reuniões ou do cumprimento de quaisquer outras funções oficiais de que a Junta os encarregue."

A alteração agora proposta consiste no aditamento do trecho sublinhado.

Se o Governo dos Estados Unidos da América concordar com o que antecede, esta Nota e a resposta de V.Exa. constituirão o acordo entre os dois Governos na matéria.

Queira aceitar, Senhor Encarregado de Negócios, os meus melhores cumprimentos.



Vasco Futscher Pereira
Ministro dos Negócios Estrangeiros

Senhor
Edward M. Rowell
Encarregado de Negócios a.i.
dos Estados Unidos da América em
LISBOA

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

No. 2608 [July 6, 1982]

Sir:

In reference to the agreement on cultural exchanges between our two countries, signed on March 19, 1960,[1] I have the honor to inform Your Excellency that the Portuguese Government, in order to facilitate the attainment of the objectives referred to in the aforementioned agreement, and bearing in mind the mutual interests of the respective countries, proposes that Article 4 of that agreement be amended to read as follows:

Quote:

The management and direction of the affairs of the Commission shall be vested in a Board of Directors consisting of eight members (hereinafter designated "the Board"), four of whom shall be citizens of the United States of America and four of whom shall be citizens of Portugal. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Portugal (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The citizens of the United States of America on the Board, at least two of whom shall be officers of the United States

Edward M. Rowell,
Charge d'Affaires a.i.
of the United States of America,
Lisbon.

[1] TIAS 4444, 5536; 11 UST 268; 15 UST 171.

Foreign Service, shall be appointed and removed by the Chief of Mission, and one of them shall serve as Treasurer of the Board. The Portuguese members shall be appointed and removed by the Government of Portugal, which will designate, from among them, the Board's Vice-Chairman, who shall substitute for the President when he is absent or otherwise engaged.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside of Portugal, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.
Unquote.

The change proposed herein consists of adding the underlined section.

If the United States Government is in agreement with the foregoing, this note and Your Excellency's reply shall constitute our two governments' agreement on the matter.

Accept, Sir, the assurances of my high consideration.

Vasco Futscher Pereira

Vasco Futscher Pereira
Minister of Foreign Affairs

The American Chargé d' Affaires ad interim to the Portuguese Minister of Foreign Affairs

Lisbon, Portugal

August 16, 1982

Dear Mr. Minister:

I have the honor to acknowledge receipt of Your Excellency's letter Nº 2608, in which a change was proposed in the text of Article 4 of the Agreement between the governments of Portugal and the United States of America concerning educational exchange programs, signed in Lisbon on March 19th, 1960.

I am pleased to inform your Excellency that the United States Government agrees to the change, and suggests that the official version of the additional text read in English as follows: "which will designate, from among them, the Board's Vice-Chairman, who shall substitute for the President when he is absent or otherwise engaged".

If the government of Portugal agrees with the foregoing proposal, this letter and Your Excellency's reply will constitute the two governments' agreement on the matter.

Please accept Mr. Minister my assurances of highest consideration.

Edward M. Rowell

Edward M. Rowell
Chargé d'Affaires,a.i.

His Excellency
Ambassador Vasco Futscher Pereira
Minister of Foreign Affairs
Lisbon

Clearance: Stephen M. Chaplin, PAO

The Portuguese Minister of Foreign Affairs to the American Chargé d' Affaires ad interim

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS
Gabinete do Ministro

Lisboa, 3 de Setembro de 1982.

Senhor Encarregado de Negócios

Acuso a recepção da Nota de V.Exa., de 16 do corrente, informando ter o Governo dos Estados Unidos da América aceite a alteração do artigo 4º. do Acordo sobre intercâmbio Cultural assinado em 19 de Março de 1960, tal como oportunamente proposta pela Parte Portuguesa.

Igualmente levo ao conhecimento de V.Exa. que a versão em língua inglesa da referida alteração, sugerida pela Parte Americana, merece também o nosso assentimento, pelo que podemos considerar assim concluído este processo de negociação que conduziu ao acordo entre os dois Governos na matéria em causa.

Queira aceitar, Senhor Encarregado de Negócios, os meus melhores cumprimentos./.

Vasco Futscher Pereira
Ministério Dos Negócios Estrangeiros,

Senhor
Edward M. Rowell
Encarregado de Negócios a.i.
dos Estados Unidos da América em
L I S B O A

TRANSLATION

Ministry of Foreign Affairs
Office of the Minister

Lisbon, September 3, 1982

Sir:

I have the honor to acknowledge receipt of Your Excellency's note of August 16, 1982, informing me that the United States government agrees to the change in Article 4 of the agreement concerning cultural exchanges signed on March 19, 1960, as duly proposed by the Portuguese party.

I also wish to inform Your Excellency that the English version of the change in question, which was suggested by the United States party, also merits our approval, so that we may consider as concluded the negotiation process which led to the two governments' agreement on the matter.

Accept, Sir, the assurances of my high consideration.

Vasco Futscher Pereira

Vasco Futscher Pereira
Minister of Foreign Affairs

Edward M. Rowell,
Charge d'Affaires a.i.
of the United States of America,
Lisbon.

MULTILATERAL

International Coffee Agreement 1976

Agreement extending the agreement of 1976.
Approved by the International Coffee Council at London September 25, 1981;
Entered into force October 1, 1982

INTERNATIONAL COFFEE ORGANIZATION
ORGANIZACION INTERNACIONAL DEL CAFE
ORGANIZAÇÃO INTERNACIONAL DO CAFÉ
ORGANISATION INTERNATIONALE DU CAFE

International Coffee Council
Thirty-sixth Session
7 - 25 September 1981
London, England

ICC - Resolution No. 318 (E)
28 September 1981
Original: English

RESOLUTION NUMBER 318

(Approved at the Fifth Plenary Meeting, 25 September 1981)

EXTENSION OF THE INTERNATIONAL COFFEE AGREEMENT 1976 [1]

WHEREAS:

Under the provisions of paragraph (1) of Article 68 of the International Coffee Agreement 1976 the Agreement shall remain in force until 30 September 1982, unless extended under the provisions of paragraph (3) or terminated under the provisions of paragraph (4) of that Article;

Under the provisions of paragraph (3) of Article 68, the Council may, at any time after 30 September 1980, by a vote of 58 percent of the Members having not less than a distributed majority of 70 percent of the total votes, decide either that the Agreement be renegotiated or that it be extended, with or without modification, for such period as the Council shall determine;

In order to allow adequate time for the negotiation of a new Agreement it is considered desirable that the International Coffee Agreement 1976 should be extended,

[1] TIAS 8683; 28 UST 6401. [Footnote added by the Department of State.]

THE INTERNATIONAL COFFEE COUNCIL

RESOLVES:

1. That the International Coffee Agreement 1976 shall be extended to 30 September 1983, provided that any proposals received from Members by 31 January 1982 for modifications to the Agreement to be applied under any extension of the Agreement beyond 1 October 1983, shall have been decided upon by the Council prior to 17 September 1982. [1]

2. That the International Coffee Agreement 1976 as extended in accordance with the provisions of paragraph 1 of this Resolution shall remain in force among those Contracting Parties to the Agreement which have notified their acceptance of such extension to the Secretary-General of the United Nations by 30 September 1982, if on that date such Contracting Parties represent at least twenty exporting Members holding a majority of the votes of the exporting Members and at least ten importing Members holding a majority of the votes of the importing Members. The votes for this purpose shall be distributed as shown in the Annex to this Resolution.

3. That a notification by a Contracting Party containing an undertaking to apply provisionally the Agreement as hereby extended which is received by the Secretary-General of the United Nations not later than 30 September 1982, shall be regarded as equal in effect to a notification of acceptance of the International Coffee Agreement 1976 as Extended. Such Contracting Party shall enjoy all the rights and assume all the obligations of a Member. However, if formal notification of acceptance has not been received by the Secretary-General of the United Nations by 31 March 1983 or such later date as the Council may determine, such Contracting Party shall as of that date cease to participate in the Agreement.

[1] As amended by Res. No. 319(E) July 5, 1982.

4. That any decisions regarding the operation of the Agreement which may be required as a consequence of the extension of the International Coffee Agreement 1976 in accordance with the provisions of paragraph 1 of this Resolution shall be taken by the Council.

5. To instruct the Executive Director to convey this Resolution to the Secretary-General of the United Nations.

ANNEX
DISTRIBUTION OF VOTES

	Exporting 1/	Importing 1/
TOTAL	1 000	1 000
Angola	10	-
Australia	-	13
Austria	-	16
Belgium/Luxembourg	-	29
Benin	3	-
Bolivia	3	-
Brazil	191	-
Burundi	9	-
Cameroon	27	-
Canada	-	31
Central African Republic	6	-
Colombia	143	-
Congo	3	-
Costa Rica	24	-
Cyprus	-	5
Denmark	-	20
Dominican Republic	12	-
Ecuador	22	-
El Salvador	51	-
Ethiopia	17	-
Finland	-	20
France	-	87
Gabon	3	-
Germany, Federal Republic of	-	117
Ghana	3	-
Greece	-	10
Guatemala	40	-
Guinea	5	-
Haiti	9	-
Honduras	18	-
Hungary	-	12
India	12	-
Indonesia	53	-
Ireland	-	6
Israel	-	8
Italy	-	57
Ivory Coast	62	-
Jamaica	3	-
Japan	-	46
Kenya	25	-
Liberia	5	-
Madagascar	17	-
Malawi	3	-
Mexico	40	-
Netherlands	-	44
New Zealand	-	7
Nicaragua	17	-
Nigeria	3	-
Norway	-	15
Panama	3	-
Papua New Guinea	17	-
Paraguay	3	-
Peru	17	-
Philippines	7	-
Portugal	-	8
Rwanda	8	-
Sierra Leone	6	-
Singapore	-	12
Sri Lanka	3	-
Spain	-	30
Sweden	-	29
Switzerland	-	19
Tanzania	15	-
Thailand	3	-
Togo	7	-
Trinidad and Tobago	3	-
Uganda	37	-
United Kingdom	-	42
United States of America	-	300
Venezuela	8	-
Yugoslavia	-	17
Zaire	21	-
Zimbabwe	3	-

1/ Three basic votes allotted to each exporting Member and five basic votes to each importing Member under the provisions of paragraph (2) of Article 13 of the International Coffee Agreement 1976

ARGENTINA

Aviation: Transport Services

Agreements amending the agreement of September 22, 1977.
Effected by exchange of notes
Signed at Buenos Aires March 11, 1981;
Entered into force March 11, 1981.
And exchange of notes
Signed at Buenos Aires August 13, 1982;
Entered into force August 13, 1982.

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

EMBASSY OF THE
UNITED STATES OF AMERICA
BUENOS AIRES, *March 11, 1981*

No. 66

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and the Republic of Argentina concerning air transport relations effected by the exchange of notes of September 22, 1977, and to the annexed Memorandum of Understanding.[1] In recent conversations between representatives of our two governments, it was agreed to eliminate the numerical restrictions set out in the first and second columns of Attachment C to the Memorandum of Understanding, thus leaving to the discretion of the carriers the composition of stipulated capacity with respect to aircraft types. It was further agreed that paragraph 1 of Route Schedule I of Attachment D should now read as follows: "Between the Republic of Argentina and the co-terminal points Miami and New York via the intermediate points Sao Paulo and Rio de Janeiro and beyond to Montreal." In addition, it was agreed that Rio de Janeiro be added to points authorized to be served by Braniff in paragraph 1 of Route Schedule II of Attachment D.

If the foregoing is acceptable to the Government of the Republic of Argentina, I have the honor to propose that this note and your reply to that effect shall constitute an amendment to the 1977 Agreement which shall enter into force on the date of your reply

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[1] TIAS 8978; 29 UST 2795.

and which shall remain in force for the duration of the aforesaid Agreement.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Harry Shlaudeman

His Excellency
BRIGADIER MAYOR (R) CARLOS W. PASTOR,
Minister of Foreign Affairs and Worship,
Palacio San Martin,
Buenos Aires.

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

Ministro de Relaciones Exteriores y Culto

BUENOS AIRES, 11 de marzo de 1981.

SEÑOR EMBAJADOR:

Tengo el agrado de dirigirme a Vuestra Excelencia a fin de acusar recibo de su nota del día de la fecha, cuyo texto se transcribe a continuación:

"Tengo el honor de referirme al Acuerdo entre los "Estados Unidos de América y la República Argentina referente a "las relaciones en materia de transporte aéreo, concluído por in- "tercambio de notas del día 22 de septiembre de 1977, y al Acta "de Entendimiento anexa al mismo. En conversaciones recientes en- "tre representantes de nuestros Gobiernos, se acordó eliminar las "restricciones numéricas establecidas en la primera y segunda co- "lumnas del Anexo C del Acta de Entendimiento, dejando, por tanto, "a discreción de las líneas aéreas la composición de la capacidad "estipulada con respecto al tipo de aeronave. Se acordó asimismo "que el párrafo 1 del Plan de Rutas I del Anexo D deberá ahora le- "erse como sigue: "Entre la República Argentina y los puntos coter

A SU EXCELENCIA EL SEÑOR EMBAJADOR
EXTRAORDINARIO Y PLENIPOTENCIARIO DE LOS ESTADOS UNIDOS DE AMERICA
D. HARRY SHLAUDEMAN
BUENOS AIRES

"minales de Miami y Nueva York vía los puntos intermedios de San "Pablo y Río de Janeiro y, más allá, hasta Montreal". Además se "convino en que Río de Janeiro sea incorporada a los puntos auto_ "rizados para ser servidos por Braniff en el párrafo 1 del Plan "de Rutas II del Anexo D.

"Si lo expresado anteriormente es aceptable para "el Gobierno de la República Argentina, tengo el honor de propo_ "ner que esta nota y su contestación, a tal efecto, constituyan "una enmienda al Acuerdo de 1977, que entrará en vigor en la fe- "cha de su nota de respuesta y permanecerá en vigencia por el pe_ "ríodo de duración del Acuerdo mencionado".

Al manifestar la conformidad del Gobierno de la República Argentina con lo que precede, aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más dis_ tinguida consideración.

TRANSLATION

Ministry of Foreign Relations and Worship

Buenos Aires, March 11, 1981

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which is transcribed below:

[For the English Language text, see pp. 1599-1600.]

I wish to inform you that the foregoing is acceptable to the Government of Argentina, and I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Carlos W. Pastor

His Excellency
Harry Shlaudeman,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Buenos Aires.

The American Ambassador to the Argentine National Director of Commercial Air Transport

EMBASSY OF THE
UNITED STATES OF AMERICA
BUENOS AIRES, ARGENTINA
August 13, 1982

COMMODORE (R) DIEGO A. KENNY
Acting Director
National Directorate of Commercial Air Transport
San Jose 317, 8th Floor
Buenos Aires

DEAR COMMODORE KENNY:

During the past several weeks, representatives of our two governments have had discussions concerning the appropriate level of capacity for air services between our two countries. As a result of those discussions, it was agreed that, not withstanding the frequency schedule contained in Attachment C of the Memorandum of Understanding of 1977, as amended, for a period of six months, the designated airlines of the United States will operate a total of ten weekly round-trip frequencies in accordance with the schedules that have been filed with you. During this same period, the designated airline of Argentina will also operate a total of ten weekly round-trip frequencies. It was further agreed that the designated airlines of the United States can add, from October 15, 1982, a new frequency with a narrow-body aircraft.

I would appreciate receiving your letter confirming these understandings and the acceptability of this arrangement for a period of six months that will commence on the date of your reply.

The United States also proposes that consultations on the level of service and on other issues of mutual concern be held in December 1982, or January 1983.

Sincerely,

HARRY W. SHLAUDEMAN

Harry W. Shlaudeman
Ambassador

The Argentine National Director of Commercial Air Transport to the American Ambassador

FUERZA AEREA ARGENTINA
DIRECCION NACIONAL DE TRANSPORTE
AERO COMERCIAL

BUENOS AIRES, 13 de agosto de 1982.

SEÑOR EMBAJADOR:

Tengo el agrado de dirigirme a usted con relación a su Nota del día 13 de agosto de 1982, que se refiere a los nuevos niveles de frecuencias de servicios aéreos entre la República Argentina y los Estados Unidos de América, y cuyo primer párrafo expresa: "During the past several weeks, representatives of our two governments have had discussions concerning the appropriate level of capacity for air services between our two countries".

Esta Dirección Nacional está de acuerdo con los términos de dicha Nota, y consecuentemente aprobará los horarios presentados por Pan American Airwys y por Eastern Airlines.

Saluda a usted atentamente

FUERZA AEREA ARGENTINA — Dir. Nac. Tr. Aé. Comercial — COMANDO EN JEFE

Comodoro (R.) DIEGO A. KENNY
DIRECTOR NACIONAL DE TRANSPORTE
AEREO COMERCIAL

A S.E. EL SEÑOR EMBAJADOR DE LOS
ESTADOS UNIDOS DE AMERICA EN ARGENTINA
D. HARRY SCHLAUDEMAN
S / D.-

TRANSLATION

Argentine Air Force
National Directorate of Commercial Air Transport

Buenos Aires, August 13, 1982

Note D.N.T.A.C. No. 36.683/4

Mr. Ambassador:

I have the pleasure to refer to your note of August 13, 1982, regarding new levels of air services frequencies between the Argentine Republic and the United States of America, the first paragraph of which reads as follows: "During the past several weeks, representatives of our two governments have had discussions concerning the appropriate level of capacity for air services between our two countries."

This office accepts the terms of the aforementioned note and therefore will approve the schedules presented by Pan American Airways and by Eastern Airlines.

Sincerely,

Diego Kenny

Commodore (R) Diego A. Kenny
National Director of Commerical Air Transport

[SEAL]

His Excellency
Harry Schlaudeman,
Ambassador of the United States of America,
Buenos Aires, Argentina.

SENEGAL

Scientific and Technical Cooperation

Agreement signed at Dakar September 30, 1980;
Entered into force August 17, 1982.

AGREEMENT FOR
SCIENTIFIC AND TECHNICAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF SENEGAL

The Government of the United States of America and the Government of the Republic of Senegal

Desiring to strengthen and deepen the friendly relations that exist between the two countries, considering their common interest in maintaining and in encouraging the scientific and technical development of their two countries,

Acknowledging the advantages which result for their countries from closer cooperation in these fields,

Have agreed to the following:

ARTICLE 1

Both governments undertake, in a spirit of fraternal solidarity, to cooperate and assist one another with a view to promoting the scientific and technical development of their countries. They will collaborate as partners with equal rights.

ARTICLE 2

In order to carry out the objectives related to the foregoing provisions, the cooperation between the two governments may relate to all mutually agreed scientific and technical fields and to the following forms in particular:

A. Exchange of experts, specialists and advisors;
B. Exchange of scholars and trainees;
C. Organization of courses and seminars on problems of common interest;
D. Cooperation in the field of study and design of scientific and technical development programs;
E. Cooperation between organizations of both countries specializing in the fields of science and technology;
F. Participation in scientific and technical research projects of both countries.

ARTICLE 3

In each specific case, the terms of scientific and technical cooperation will be determined by common consent of both governments of the bodies they will appoint, and may become the subject of individual agreements.

ARTICLE 4

The Mission of the Agency for International Development of the Government of the United States in Senegal and the Secretariat of State for Science and Technology of the Government of the Republic of Senegal shall be responsible carrying out this agreement. Each shall be responsible, within its purview, for coordinating the activities incumbent on its government, and shall promote the implementation of the projects undertaken under this agreement.

The two governments will form a mutually agreed planning and review committee, which shall meet at the request of the two parties.

ARTICLE 5

The experts and all other persons who will be sent under the present agreement will enjoy, from the government of the other country, all the necessary facilities for the carrying out of their missions, within the framework of the laws and regulations in force.

ARTICLE 6

Transportation expenses, per diem costs, domestic travel expenses and other local expenses of specialists, researchers or advisors sent on a mission, will be covered according to the particular arrangements concluded within the framework of the present agreement. All activities under the agreement will be subject to the availability of funds.

ARTICLE 7

Scientific and technical equipment, material or products will be carried to the main port or airport of the beneficiary country by the other party. The country receiving the equipment, material or products will ensure duty free import into that country, in conformity with the laws and regulations in force.

Each government will facilitate, consistent with its laws and regulations, the entry into and exit from its territory of scientific and technical personnel engaged in cooperative

activities, as well as their families and property.

ARTICLE 8

The parties to this agreement will take all necessary actions to promote the exchange of information and scientific documents between their specialized institutions.

ARTICLE 9

Information derived from activities under this agreement may be made available, unless otherwise agreed in an individual agreement hereunder, to the world scientific community through customary channels and in accordance with the normal procedures of the participants.

Scientists, technical experts, and entities of third countries or international organizations may be invited, upon mutual consent of both sides, to participate in projects and programs being carried out under this agreement.

ARTICLE 10

The present agreement will enter into effect upon notification of each government to the other that the constitutional formalities in force in each country have been accomplished.[1]

The agreement will be valid for a period of five years, unless terminated earlier by either government upon six months written notice to the other. This agreement may be modified or extended by mutual agreement of the governments.

The termination of this agreement will not affect the validity or duration of any implementing agreements made under it.

Done at Dakar in the English and French languages, both versions being equally authentic, on this 30th day of September, 1980.

FOR THE GOVERNMENT OF THE REPUBLIC OF SENEGAL

- Minister Jacques Diouf
Secretariat of State for Scientific and Technical Research

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Frank Press

- Dr. Frank Press
President's Science Adviser and Director, Office of Science and Technology Policy

[1] Aug. 17, 1982.

-o- ACCORD de COOPERATION -o-

SCIENTIFIQUE ET TECHNIQUE ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE DU SENEGAL ET LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

----ooO$Ooo------

Le Gouvernement de la République du Sénégal

et

Le Gouvernement des Etats-unis d'Amérique

DESIREUX de consolider et d'approfondir les relations amicales qui existent entre les deux pays,

CONSIDERANT leur intérêt commun à l'entretien et à l'encouragement du développement scientifique et technique de leurs deux pays,

RECONNAISSANT les avantages qui résultent pour leurs pays d'une coopération plus étroite dans ces domaines,

SONT CONVENUS de ce qui suit :

ARTICLE 1.-

Les deux Gouvernements s'engagent, dans un esprit de solidarité fraternelle, à coopérer et à s'entraider en vue de promouvoir le développement scientifique et technique de leurs pays. Ils collaborent en tant que partenaires égaux en droit.

ARTICLE 2.-

En vue de réaliser les objectifs visés par les dispositions qui précédent, la coopération entre les deux Gouvernements pourra porter sur tous les domaines scientifiques et techniques ayant fait l'objet d'accords communs et, en particulier, sur les points suivants :

A/- échange d'experts, de spécialistes et de conseillers ;

B/- échange de boursiers et de stagiaires ;

C/- organisation de cours et de séminaires sur des problèmes d'intérêt commun ;

D/- coopération dans le domaine de l'étude et de l'élaboration de programmes de développement scientifique et technique ;

E/- coopération entre organismes des deux pays spécialisés dans les domaines de la science et de la technique ;

F/- participation dans des projets de recherche scientifique et technique des deux pays.

ARTICLE 3.-

Dans chaque cas d'espèce, les conditions de la coopération scientifique et technique seront arrêtées d'un commun accord par les deux Gouvernements ou les organismes qu'ils désigneront et peuvent faire l'objet de protocoles particuliers.

ARTICLE 4.-

La mission de l'Agence Internationale pour le Développement au Sénégal du Gouvernement des Etats-unis et le Secrétariat d'Etat à la Recherche scientifique et technique du Gouvernement de la République du Sénégal sont chargés de l'exécution du présent Accord. Ils assureront, chacun en ce qui le concerne, la coordination des activités qui incombent à leurs Gouvernements et favoriseront la réalisation des projets entrepris dans le cadre du présent Accord. Il sera institué, d'un commun accord entre les deux Gouvernements, un comité de planification et d'évaluation qui se réunira à la demande des deux parties.

ARTICLE 5.-

Les experts et toutes autres personnes qui seront envoyés en vertu du présent Accord, recevront de la part du Gouvernement de l'autre pays, toutes les facilités nécessaires à l'exécution de leur mission, dans le cadre des lois et règlement en vigueur.

ARTICLE 6.-

Les frais de transport des spécialistes, chercheurs ou conseillers, envoyés en mission et leurs frais de séjour, transports intérieurs et autres dépenses locales, seront pris en charge conformément aux arrangements particuliers conclus dans le cadre du présent Accord. L'exécution de toutes activités dans le cadre du présent Accord sera subordonnée à la mise à leur disposition des crédits nécessaires.

ARTICLE 7.-

Les équipements, matériels ou produits scientifiques et techniques seront transportés jusqu'au port ou aéroport principal du pays bénéficiaire par l'autre partie.

Le pays qui reçoit ces équipements, matériels ou produits assurera l'entrée en franchise douanière à l'intérieur de son territoire, en conformité avec les lois et règlements en vigueur.

Chaque Gouvennement facilitera, en conformité avec les lois et règlements en vigueur, l'entrée à l'intérieur de son territoire et la sortie du personnel scientifique et technique employé dans le cadre des activités de coopération, ainsi que leurs familles et leurs biens.

ARTICLE 8.-

Les parties contractantes prendront toutes dispositions nécessaires pour faciliter l'échange d'informations et de documents scientifiques entre leurs institutions spécialisées.

ARTICLE 9.-

Les informations provenant des activités menées dans le cadre du présent Accord peuvent, à moins que les deux

pays n'en conviennent autrement dans un protocole particulier, être mises à la disposition de la communauté scientifique internationale par les voies habituelles et en conformité avec la procédure normale des participants.

Les deux parties peuvent, d'un commun accord, inviter des scientifiques, techniciens et institutions de pays tiers ou d'organismes internationaux à participer aux projets et programmes entrepris dans le cadre du présent Accord.

ARTICLE 10.-

Le présent Accord entrera en vigueur après notification de l'accomplissement des formalités constitutionnelles en vigueur dans chaque pays. Il sera valable pour une période de cinq ans, à moins d'être dénoncé par écrit par l'une des parties avec un préavis de six mois.

En cas de dénonciation les contrats déjà conclus continueront d'être régis par les dispositions du présent Accord jusqu'à leur complète exécution.

Le présent Accord peut être modifié ou prolongé par consentement mutuel des deux gouvernements.

Fait à Dakar, le 30 SEP 1980 1980

en langue française et anglaise les deux textes faisant également foi.

Pour le Gouvernement
de la République du Sénégal

Jacques DIOUF
Secrétaire d'Etat à la Recherche
scientifique et technique

Pour le Gouvernement
des Etats-unis d'Amérique

Dr Frank PRESS
Conseiller Scientifique et Technique
du Président des Etats-unis d'Amérique

TIAS 10441

MALDIVES

Trade in Textiles: Visa System

Arrangement effected by exchange of letters
Signed at Colombo and Male December 29, 1981 and March 22, 1982;
Entered into force March 22, 1982;
Effective October 1, 1982.

The American Ambassador to the Maldivian Minister of External Affairs

December 29, 1981

His Excellency
Fathulla Jameel
Minister of External Affairs
Male

Dear Mr. Minister:

I propose on behalf of my government that the following visa system be established for exports to the United States of cotton, wool and man-made fiber apparel products from the Republic of Maldives:

1) Each commercial shipment of apparel products shall be visaed by your government before entry for consumption into the United States.

2) A shipment shall be visaed by the placing of original stamped markings (THE VISA) in blue ink on the front of the invoice (special customs invoice form 5515, successor document, or commercial invoice when such form is used). Each visa shall include its number and date and the signature of the issuing official. The visa shall also state the correct category and quantity in the shipment in applicable category units. Attached is a facsimile of the visa.

3) Your government shall give my government originals in duplicate of the visa stamped markings and of the signatures of the officials authorized to issue and sign them, which shall not exceed five. Your government shall notify my government in advance of any changes in the stamps or of authorized officials and shall provide originals in duplicate of the new stamped markings and of any newly authorized officials' signatures.

4) Upon receipt of the authorized visa stamp and signatures, my government shall publish a notice in the Federal Register regarding the visa system established herein. The Federal Register notice shall include the date the systems became effec-

tive, which shall be about six weeks following publication of the notice. My government shall inform your government of the exact date as soon as it is determined.[1]

5) Any shipment which is not accompanied by a valid and correct visa in accordance with the foregoing provisions shall be denied entry by my government on and after the effective date specified in the Federal Register notice unless your government specifically authorizes entry. Notwithstanding this provision, entry may be permitted if the quantity indicated on the export visa exceeds that of the shipment.

6) Either government may terminate, in whole or in part, this administrative arrangement by giving ninety days' written notice to the other.

If the foregoing is acceptable to your government, this letter and your letter of acceptance on behalf of your government shall constitute an administrative arrangement between our two governments.

Sincerely,

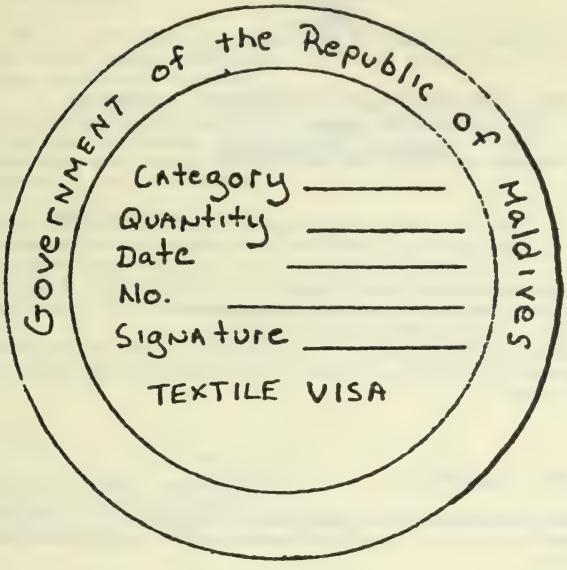
Donald R. Toussaint

Donald R. Toussaint

Attachment: Facsimile Visa

1 Oct. 1, 1982.

Facsimile Visa



The Maldivian Minister of External Affairs to the American Ambassador

THE MINISTER OF EXTERNAL AFFAIRS
MALE
REPUBLIC OF MALDIVES.

22 March 1982

His Excellency Mr. John H. Reed
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Chancery: 44 Galle Road,
Colombo 3
Sri Lanka.

Dear Mr. Ambassador,

I have the honour to acknowledge the receipt of the Ambassador Toussaint's letter dated 29th December 1981, which reads as follows:

"I propose on behalf of my government that the following visa system be established for exports to the United States of cotton, wool and man-made fiber apparel products from the Republic of Maldives:

1) Each commercial shipment of apparel products shall be visaed by your government before entry for consumption into the United States.

2) A shipment shall be visaed by the placing of original stamped markings (THE VISA) in blue ink on the front of the invoice (special customs invoice form 5515, successor document, or commercial invoice when such form is used). Each visa shall include its number and date and the signature of the issuing official. The visa shall also state the correct category and quantity in the shipment in applicable category units. Attached is a facsimile of the visa.

3) Your government shall give my government originals in duplicate of the visa stamped markings and of the signatures of the officials authorized to issue and sign them, which shall not exceed five. Your government shall notify my government in advance of any changes in the stamps or of authorized officials and shall provide originals in duplicate of the new stamped markings and of any newly authorized officials' signatures.

4) Upon receipt of the authorized visa stamp and signatures, my government shall publish a notice in the Federal Register regarding the visa system established herein. The Federal Register notice shall include the date the systems became effective, which shall be about six weeks following publication of the notice. My government shall inform your government of the exact date as soon as it is determined.

5) Any shipment which is not accompanied by a valid and correct visa in accordance with the foregoing provisions shall be denied entry by my government on and after the effective date specified in the Federal Register notice unless your government specifically authorizes entry. Notwithstanding this provision, entry may be permitted if the quantity indicated on the export visa exceeds that of the shipment.

6) Either government may terminate, in whole or in part, this administrative arrangement by giving ninety days' written notice to the other.

If the foregoing is acceptable to your government, this letter and your letter of acceptance on behalf of your government shall constitute an administrative arrangement between our two governments."

I have further the honour to confirm on behalf of the government of the Republic of Maldives the foregoing arrangement and to agree that Ambassador Toussaint's letter and this letter shall constitute an administrative arrangement between our two governments.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Fathulla Jameel

PHILIPPINES

Aviation: Transport Services

Agreement effected by exchange of notes
Signed at Washington September 16, 1982;
With memorandum of consultation
Signed at Washington July 9, 1982.
And air transport agreement,
With exchanges of letters
Signed October 3, 1980;
Entered into force September 16, 1982.

The Secretary of State to the Philippine Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON

September 16, 1982

Excellency:

I have the honor to refer to the United States-Philippine Air Transport Agreement initialed ad referendum on October 3, 1980, and the Memorandum of Understanding signed on October 3, 1980, in Washington, D.C., and the Memorandum of Provisional Implementation signed on November 3, 1980,[1] in Manila, by the duly authorized representatives of our two governments.

I further refer to the attached Memorandum of Consultation signed by our said authorized representatives on July 9, 1982, in Washington, D.C.

Pursuant to the above Memorandum of Consultation dated July 9, 1982, I have the honor to propose that this note with the attached Air Transport Agreement and your note in reply shall constitute an agreement bringing the Air Transport Agreement, as modified and/or supplemented by the Memorandum of Consultation dated July 9, 1982, into force as of the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

George P. Shultz[2]

Enclosures:

As stated.

His Excellency
Carlos P. Romulo,
Minister of Foreign Affairs
of the Philippines.

[1] Not printed.
[2] George P. Shultz.

The Philippine Minister of Foreign Affairs to the Secretary of State

REPUBLIKA NG PILIPINAS
MINISTRI NG UGNAYANG PANLABAS
MAYNILA [1]

16 September 1982

Excellency:

I have the honor to refer to your Excellency's Note dated 16 September 1982, which reads as follows:

"Excellency:

" I have the honor to refer to the United States-Philippine Air Transport Agreement initialed ad referendum on October 3, 1980, and the Memorandum of Understanding signed on October 3, 1980, in Washington, D.C., and the Memorandum of Provisional Implementation signed on November 3, 1980, in Manila, by the duly authorized representatives of our two governments.

" I further refer to the attached Memorandum of Consultation signed by our said authorized representatives on July 9, 1982, in Washington, D.C.

" Pursuant to the above Memorandum of Consultation dated July 9, 1982, I have the honor to propose that this note with the attached Air Transport Agreement and your note in reply shall constitute an agreement bringing the Air Transport Agreement, as modified and/or supplemented by the Memorandum of Consultation dated July 9, 1982, into force as of the date of your note in reply.

" Accept, Excellency, the renewed assurances of my highest consideration."

In reply thereto, I confirm that the proposal set forth in the above-quoted Note is acceptable to my Government and that Your Excellency's Note and its Enclosures, together with this reply, shall constitute an agreement bringing into force as of this date the Air Transport Agreement, as modified and/or supplemented by the Memorandum of Consultations dated July 9, 1982.

Accept, Excellency, the renewed assurances of my highest consideration.

[2]
Minister of Foreign Affairs

The Honorable
George P. Shultz,
Secretary of State.

[1] In Translation reads: "Republic of Philippines, Ministry of Foreign Affairs, Manila".

[2] Carlos P. Romulo.

MEMORANDUM OF CONSULTATION
(July 9, 1982)

Delegations representing the Governments of the United States of America and the Republic of the Philippines met July 6-9, 1982, in Washington, D.C., to discuss formal implementation of the Air Transport Agreement initialed in October 1980. Delegation lists are attached.[1] The delegations agreed that their governments would proceed to exchange diplomatic notes to bring the Air Transport Agreement, annexed to this Memorandum, into full force and effect on September 1, 1982. The delegations agreed also that certain reservations to the Air Transport Agreement, listed below, will be observed for a period of two years from the date the Agreement enters into force. During the two year period the reservations are in effect, the delegations agreed that the Parties will meet periodically to review operations under the Agreement in order to determine whether there is a need for any mutually agreed adjustments to the Agreement.

1. Implementation of the Agreement

The following reservations will apply until August 31, 1984 at which time the full Agreement and its Annexes will go into effect, unless otherwise mutually agreed by the Parties:

Operations on Routes One and Two

Notwithstanding paragraph (3) of Article 11 of the Agreement, each Party shall have the right to operate:

[1] Not printed.

(A) On Route 1, until August 31, 1984, only narrow-body aircraft;

(B) On Route 2, until August 31, 1984, eighteen combination roundtrip frequencies per week.

Designations

Notwithstanding paragraph (1) of Article 3 of the Agreement, until August 31, 1984, each Party shall designate no more than three airlines to operate on Route 2 and one airline on Route 3.

Advancement of Rights

Notwithstanding these provisions, if a designated airline of the Republic of the Philippines operates four or more scheduled air services to or from the United States via Japan, prior to August 31, 1984, the foregoing reservations to the Agreement shall terminate and all provisions of the Air Transport Agreement and its Annexes become effective immediately.

2. Pricing

The delegations agreed that paragraphs three and four of Article 12 of the Air Transport Agreement, attached hereto, should be amended. All other portions of Article 12 remain as initialed in October 1980. The following are the new texts for paragraphs three and four of Article 12:

"(3)(a) If either Party is dissatisfied with any

price proposed or charged by an airline of the other Party for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for its dissatisfaction. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within 30 days of receiving the notification or filing of the price. If the Party presenting a notice of dissatisfaction does not request consultations, the price shall go into effect as filed unless a Party disapproves such price pursuant to its rights under paragraph 6(b) of this Article. If the notifying Part/ requests consultations, such consultations shall be held as soon as possible, and in no event later than 30 days after receipt of the request. If the notified Party fails to agree to consult within the prescribed time frame, the dissatisfied party has the right to defer the implementation of the proposed price.

"(b) If a Party is dissatisfied with any price proposed or charged by an airline of the other Party for international air transportation between the territory of the first Party and a third country, it shall notify the other Party of the reasons for its dissatisfaction within 30 days of receiving notification or filing of the price. In this particular case, the notifying Party may unilaterally disapprove the price

proposed or charged by the airline of the other Party. However, with respect to matters arising pursuant to the provisions of paragraph 5(b) of this Article, either Party may request consultations which shall be held as soon as possible, and in no event later than 30 days after receipt of the request.

"(c) If either Party is dissatisfied with any price proposed or charged by an airline of a third country for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for the dissatisfaction within 30 days of receiving notification or filing of the price. In the case of proposed price leadership by a third party airline, the notifying Party may unilaterally disapprove the price proposed or charged by the third country airline.

"(4) The consultations referred to in this Article may be formal or informal, and may be effected through a telephonic exchange of views between the two Parties (later confirmed in a written communication) or by a written exchange of views transmitted by letter, cable, telegram, diplomatic note or other written means. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been

given, each Party shall promptly carry out the terms of that agreement. If the Parties fail to reach such agreement, the price shall go into effect unless a Party disapproves such price pursuant to its rights under paragraph 6(b) of this Article."

3. Third Country Price Filings

The United States delegation stated that its authorities will make every effort not to approve short notice tariff filings by third country carriers proposing to exercise price leadership in the establishment of fares between the United States and the Philippines.

4. Ground Handling Services

The United States delegation expressed its concern that each United States airline be permitted to exercise its rights under Article 8 of the Agreement to perform ground handling services for itself and for any other United States airlines in the Philippines. The Philippine delegation gave assurances that United States airlines will be permitted to continue exercising these rights. It stated that it will investigate U.S. carrier concerns, inform appropriate Philippine officials of U.S. airlines' rights under the Agreement, and confirm its assurances in writing to the U.S. delegation chairman.

5. Continental/Air Micronesia Operations

The U.S. delegation expressed concern that Continental/Air Micronesia would have administrative diffi-

culties if it were not permitted to operate on Route 1 under this name. The Philippine delegation agreed that its authorities would issue a permit in the name of Continental/ Air Micronesia. The delegations reaffirmed that each Party is permitted to designate only one airline to operate on Route 1. It was understood also that the issuance of an operating permit in the name of Continental/ Air Micronesia does not give any operating authority to Continental Air Lines.

6. Section 126 of the Philippine Corporation Code

The two delegations discussed Section 126 of the Philippine Corporation Code which requires certain foreign firms doing business in the Philippines to deposit securities with the Philippine Securities and Exchange Commission. The Chairman of the Philippine delegation stated that he had discussed this matter with the Chairman of the Philippine Securities and Exchange Commission and that further discussions between the airlines and the SEC will be held to determine whether this requirement is applicable to foreign airlines operating in the Philippines.

7. Standard Ticketing Plan

The Philippine Chairman stated that the Philippine Government is considering implementing a Standard Ticketing Plan. When asked for its views, the United States delegation could not concur a priori in a plan for which it did not have full information. The United States Chairman

stated that a principal concern of the United States is that its airlines have the ability to market freely their services in accordance with the terms of the Air Transport Agreement.

8. Future Consultations

The delegations agreed that representatives of their governments should be prepared to meet semi-annually to discuss aviation developments.

For the Delegation of the Government of the United States of America

JAMES FERRER, JR.
Chairman
U.S. Delegation

For the Delegation of the Government of the Republic of the Philippines

LEON H. TIANSAY
Chairman
Philippine Delegation

July 9, 1982
Washington, D.C.

AIR TRANSPORT AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE
REPUBLIC OF THE PHILIPPINES

The Government of the United States of America and the Government of the Republic of the Philippines;

Desiring to promote an international air transport system based on fair, equitable and constructive competition among their airlines in the marketplace,consistent with the provisions of this Agreement;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or uneconomic or discriminatory and do not represent an abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of the aircraft which jeopardize the safety of

persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention of International Civil Aviation opened for signature at Chicago on December 7, 1944;[1] and

Desiring to conclude a new agreement covering scheduled air transportation,

Have agreed as follows:

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

ARTICLE 1
Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of the Republic of the Philippines, the Civil Aeronautics Board or any person or body authorized to perform the functions exercised at present by the said Board;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers (and their baggage), cargo and mail, separately or in combination, for remuneration or hire;

(d) "Beyond" means any point in a third country which a flight from the homeland of an airline of one Party serves between stops in the territory of the second Party. Thus, if a U.S. airline operates a route United States-Philippines-Korea-Philippines-United States, Korea is considered a "beyond" point;

(e) "Combination service" means any scheduled service that offers public carriage of passengers and cargo for remuneration or hire;

(f) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both Parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;

(g) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(h) "Intermediate" means a point served on a flight between the homeland of an airline of one Party and a point in the territory of the other Party. Thus, on a route United States-Tokyo-Taipei-Philippines-Taipei-Tokyo-United States, Tokyo and Taipei are intermediate points;

(i) "Price" means:

(i) any fare, rate or price to be charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or price;

(ii) the charges and conditions of service including but not limited to seating configurations and arrangements, inflight services, and other similar amenities ancillary to carriage of traffic; and

(iii) amounts charged by airlines to air transportation intermediaries

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation;

(j) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers (and their baggage), cargo and mail in air transportation;

(k) "Stopover" means a deliberate and intentional interruption of a journey by the passenger, scheduled to exceed twenty-four hours, at a point between the place of origin and the place of destination;

(l) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;

(m) "Traffic rights" means the right to carry passengers (and their baggage), cargo and mail in air transportation between the points authorized in this Agreement; and

(n) "User charge" means a fee charged to airlines for the provision of airport, air navigation or aviation security property or facilities.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing; and

(b) the right to make stops in its territory for non-traffic purposes.

(2) Nothing in paragraph (1) of this Article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

ARTICLE 3
Designation and Authorization

(1) Consistent with its domestic laws and policies, each Party shall have the right: (a) to designate up to five airlines to perform scheduled combination or all-cargo services on Routes 2 and/or 3 of Annex I; (b) to designate one airline to perform combination or all-cargo services on Route I of Annex I; and (c) to withdraw[1/] or alter[1/] such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify the category of air transportation and the route the airline has been designated to operate.

If a designated airline operates combination as well as all-cargo services, that airline shall require two designations to conduct such separate operations.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions within sixty days, provided:

1/ If the U.S. designates a Pacific regional airline to operate on Route 1 of Annex I, any successor airline to be designated for such route shall, similarly, be a Pacific regional airline.
[Footnote in the original.]

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4
Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5
Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with, by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6
Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas of aircrew, aircraft and operation of the designated airlines that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered

necessary to conform with these minimum standards. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take appropriate action within a reasonable time.

ARTICLE 7
Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular

1 TIAS 6768; 20 UST 2941.
2 TIAS 7192; 22 UST 1641.
3 TIAS 7570; 24 UST 564.

threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

ARTICLE 8
Commercial Opportunities

(1) The airline or airlines of one Party may, subject to the nondiscriminatory requirements of domestic laws and regulations of the other Party, establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airline or airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling"). If the designated airline does not self-handle it may, subject to domestic laws and regulations of the other Party, select among competing agents for such services. Ground handling includes: the functions of checking in passengers and baggage; maintenance (engineering, cabin cleaning, services and repairs); ramp (apron) services for cargo; flight planning; operations and dispatch; provision of fuel; freight receipt and delivery; cargo buildup and breakdown; storage; customs clearances; passenger and cargo

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document preparation and food services. Subject only to physical constraints resulting from considerations of airport safety:

(a) Consistent with the domestic laws of the other Party, designated airlines shall be permitted to own, or rent from an authorized lessor, the space required for the conduct of ground handling; and

(b) (i) Designated airlines of the United States shall be permitted to perform ground handling service for any United States flag airline; and

(ii) Designated airlines of the Philippines shall be permitted to perform ground handling services for any Philippine flag airline and for three non-United States flag airlines; and

(c) Designated airlines shall be permitted to provide their own equipment or may lease equipment to, or from, other airlines or competing agents for ramp (apron) service for cargo carried on any service.

Ground handling services shall be available on an equal and non-discriminatory basis to all airlines.

(4) Each designated airline of one Party has the right to sell air transportation in the territory of the other Party directly and, at the airline's discretion, through its agent. Each designated airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or, subject to domestic laws and regulations, in freely convertible currencies.

(5) Each designated airline of one Party may convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Each conversion and remittance shall be permitted promptly, in accordance with the applicable domestic laws and administrative currency regulations, at the rate of exchange for current transactions and remittance.

ARTICLE 9
Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular aircraft equipment, fuel, lubricants, consumable technical supplies, spare parts, including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely by the designated airlines in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, import taxes and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the services provided, as follows:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity and comity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the cost of providing the services.

ARTICLE 10
User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) Facilities and services shall be provided with due regard to efficiency and economy. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines of the other Party using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11
Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline or airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

ARTICLE 12
Pricing

(1) Subject to the provisions of this Article, each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Neither Party shall take unilateral action to prevent the inauguration or continuation of any price proposed or charged by the airlines of either Party for international air transportation between the territories of the Parties unless such action is in accordance with the provisions of this Article. Intervention by the Parties shall be limited to:

(a) protection of consumers from discriminatory prices or practices or prices that are unreasonably high or restrictive due to the abuse of a dominant position; and

(b) protection of airlines from predatory prices that are artificially low or uneconomic.

(2) Each Party may require prior notification to or filing with its aeronautical authorities of prices proposed to be charged by airlines of the other Party to or from its territory. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filings may be permitted on shorter notice than normally required.

(3) (a) If either Party is dissatisfied with any price proposed or charged by an airline of the other Party for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible. In the case of a proposed price, such notice of dissatisfaction shall be given to the other Party within 30 days of receiving the notification or filing of the price. Either Party may then request consultations which shall be held as soon as possible, and in no event later than 30 days after receipt of the request.

(b) If a Party is dissatisfied with any price proposed or charged by an airline of the other Party for international air transportation between the territory of the first Party and a third country, it shall notify the other Party of the reasons for its dissatisfaction within 30 days of receiving notification or filing of the price. However, with respect to matters arising pursuant to the provisions of paragraph 5(b) of this Article, either Party may request consultations which shall be held as soon as possible, and in no event later than 30 days after receipt of the request.

(c) If either Party is dissatisfied with any price proposed or charged by an airline of a third country for international air transportation between the territories of the Parties, it shall notify the other Party of the reasons for the dissatisfaction within 30 days of receiving notification or filing of the price.

(4) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall promptly carry out the terms of that agreement. If the Parties fail to reach such agreement, the price shall go into effect unless a Party disapproves such price pursuant to its rights under paragraph 6(b) of this Article.

(5) Each Party shall allow:

(a) any airline of either Party to meet a more competitive price proposed or charged in the marketplace for international air transportation between the territories of the Parties;

(b) any airline of one Party to meet a lower or more competitive price proposed or charged in the marketplace for international air transportation between the territory of the other Party and a third country; and

(c) any airline of a third country to meet a lower or more competitive price proposed or charged in the marketplace for international air transportation between the territories of the Parties provided that the third country has granted reciprocal rights to the airlines of both Parties.

As used in this Article, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences relating to distance, routing, roundtrip requirements, connections, type or conditions of service including aircraft configuration or type, or such price through a combination of prices.

(6) With respect to unilateral action by a Party to prevent the inauguration or continuation of any passenger price proposed or charged by the airlines of either Party for international air transportation between the territories of the Parties:

(a) Neither Party may take such action if the price is equal to or greater than 80 percent of the appropriate index fare level as defined in Annex II;

(b) Either Party may take such action provided that the price is less than 80 percent of the appropriate index fare level, but only with respect to traffic for which the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its own territory.

(7) Neither Party may take unilateral action to prevent the inauguration or continuation of a cargo price proposed or charged by an airline of either Party for transportation between the territories of the Parties.

ARTICLE 13
Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Both Parties recognize the desirability of preparing and presenting during such consultations any relevant evidence in support of their positions in order to facilitate informed, rational and economic decisions. If there are any revisions of this Agreement or its Annexes as a result of such consultations, they shall be confirmed by an exchange of Diplomatic Notes.

ARTICLE 14
Settlement of Disputes

(1) Any dispute arising under this Agreement, except those which may arise under Article 12 (Pricing) and Annex II, which is not resolved by a first round of formal consultations, may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, at the request of either Party the dispute shall be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator; within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of

the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days after the submission of the memorandum. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any

clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15
Termination

Should either Party decide to terminate this agreement at any time, it shall give the other Party written notice of its decision through diplomatic channels. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16
Multilateral Agreement

If a multilateral agreement, accepted by both Parties, oncerning any matter covered by this Agreement enters into orce, this Agreement shall be amended so as to conform with .he provisions of the multilateral agreement.

ARTICLE 17
Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18
Entry into Force

This Agreement shall enter into force on the date of signature and shall supersede the Interim Air Transport Services Agreement of August 10, 1974.[1]

[1] TIAS 7919; 25 UST 2407.

ANNEX I
Scheduled Air Service

Section 1

Airlines designated under this Annex shall be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

1. From Palau, Saipan, and Guam to the Philippines and return.[1/]

2. From the United States[2/] via intermediate points to the Philippines and beyond.[3/]

3. From the United States[2/] via intermediate points to the Philippines and beyond.[4/]

[Footnotes in the original.]

B. Routes for the airline or airlines designated by the Government of the Philippines:

1. From the Philippines to Palau, Saipan and Guam and return.[5/]
2. From the Philippines via intermediate points to Guam, Honolulu, San Francisco, Los Angeles and five points[6/] in the United States to be selected by the Republic of the Philippines and beyond to three countries to be selected[7/] by the Republic of the Philippines.
3. From the Philippines via intermediate points to Guam, Honolulu, San Francisco, Los Angeles and five points[6/] in the United States to be selected by the Republic of the Philippines and beyond.[8/]

[Footnotes in the original.]

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic permitted under the Agreement.

F O O T N O T E S

1/ All flights operated on this route must originate in Palau, Saipan or Guam.

2/ The United States includes the fifty States and all Territories and possessions and other territories in which the United States exercises jurisdiction over international aviation.

3/ Operations between the Philippines, on the one hand, and Singapore, Abu Dhabi, Dubai, Bahrain, Kuwait, Karachi, Saudi Arabia, Iraq, Arab Republic of Egypt, Italy, Greece, France, West Germany, Switzerland and England, on the other, are without the right to pick up or put down any local revenue or stopover traffic. Operations between the Philippines and Australia are without the right to pick up or put down local revenue traffic, but with the right to pick up or put down stopover traffic.

4/ Route for all-cargo operations only.

5/ All flights operated on this route must originate in the Philippines. Stopover rights permitted at Palau, Saipan and Guam.

6/ With the option to change the selected points by giving sixty days prior notice. Stopover rights permitted at Guam, Honolulu, San Francisco, Los Angeles and the five points in the United States to be selected by the Republic of the Philippines.

7/ With the option to change the selected countries by giving 180 days prior notice.

8/ Route for all-cargo operations only.

[Footnotes in the original.]

ANNEX II
Fare Level Index

The Parties agree that the base for the index fare level of Article 12 shall be the Standard Foreign Fare Level in effect on October 1, 1980, as determined by the United States Civil Aeronautics Board for each United States-Philippine city-pair market. The index fare level shall be adjusted not less than four times per year to reflect changes in airline costs. Such cost changes shall be those published by the United States Civil Aeronautics Board on the basis of its Standard Foreign Fare Level (SFFL) Investigation for passenger fares in the Pacific entity.

[EXCHANGES OF LETTERS]

October 3, 1980

Mr. James Ferrer, Jr.
Chairman
United States Delegation

Dear Mr. Ferrer:

It is the understanding of the Government of the Philippines that the Government of the United States of America will designate Air Micronesia or another Pacific regional airline (which does not operate scheduled air services between Saipan, Palau or Guam, on the one hand, and Hawaii and/or the U.S. mainland, on the other) to operate on Route 1 as specified in the Memorandum of Understanding and in Annex 1 to the Air Transport Agreement which we have initialed today.

In the event that the Government of the United States of America is unable to designate Air Micronesia or another Pacific regional airline (as referred to above) to operate on Route 1, then it is understood and agreed that the said route for the airlines of our two countries will be deleted from the Memorandum of Understanding and from Annex 1 to the Air Transport Agreement.

I would be grateful for your confirmation of the above understanding.

Sincerely,

Leon H. Tiansay
Acting Chairman
Philippine Delegation

October 3, 1980

Mr. Leon H. Tiansay
Vice Chairman
Philippine Delegation

Dear Mr. Tiansay:

This is in reference to your letter of October 3, 1980 the text of which reads as follows:

"Dear Mr. Ferrer:

It is the understanding of the Government of the Philippines that the Government of the United States of America will designate Air Micronesia or another Pacific regional airline (which does not operate scheduled air services between Saipan, Palau or Guam, on the one hand, and Hawaii and/or the U.S. mainland, on the other) to operate on Route 1 as specified in the Memorandum of Understanding and in Annex 1 to the Air Transport Agreement which we have initialed today.

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I would be grateful for your confirmation of the above understanding.

Sincerely,

Leon H. Tiansay"

I have the honor to confirm that the above letter correctly sets forth our understanding on this matter.

Sincerely,

James Ferrer, Jr.

James Ferrer, Jr.
Chairman
United States Delegation

October 3, 1980

Mr. James Ferrer, Jr.
Director
Office of Aviation
Department of State
Washington, D.C. 20520

Dear Mr. Ferrer:

On the basis of our bilateral discussions in Washington from September 29 to October 3, 1980, it is the understanding of the Government of the Philippines that either Party may impose expiry dates on the following passenger prices for travel originating in its own territory:

(a) For any price in effect on October 26, 1980, which is less than 80 percent of the appropriate index fare level, an expiry date no earlier than April 30, 1981, may be imposed provided that such action is taken on or before November 26, 1980; and

(b) For any price which, due to adjustment of the index fare level, becomes less than eighty percent of that index, a Party may impose an expiry date of not less than 180 days, provided that, in the case of the United States, such action is taken within thirty days of that index adjustment and, in the case of the Philippines, such action is taken within thirty days of notice from the U.S. Government through diplomatic channels to the Philippine aeronautical authorities of the index adjustment; and

(c) For any price which comes into effect pursuant to the provisions of paragraph 6(b) of Article 12 of the Agreement, an expiry date of not less than one year from the effective date of such price may be imposed provided that such action is taken within thirty days after the price is filed.

It is our further understanding that nothing in this letter or in Article 12 of the Agreement is intended to prevent airlines from filing any price with a shorter expiry period. Nothing in this letter or in Article 12 of the Agreement is intended to preclude either Party from postponing an expiry date it has imposed, provided it notifies the airlines concerned at least 60 days before the existing expiry date takes effect.

I would be grateful for your confirmation of the above understanding.

Sincerely yours,

Leon B. Tiansay
Acting Chairman
Philippine Delegation

October 3, 1980

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(b) For any price which, due to adjustment of the index fare level, becomes less than eighty percent of that index, a Party may impose an expiry date of not less than 180 days, provided that, in the case of the United States, such action is taken within thirty days of that index adjustment and, in the case of the Philippines, such action is taken within thirty days of notice from the U.S. Government through diplomatic channels to the Philippine aeronautical authorities of the index adjustment; and

(c) For any price which comes into effect pursuant to the provisions of paragraph 6(b) of Article 12 of the Agreement, an expiry date of not less than one year from the effective date of such price may be imposed provided that such action is taken within thirty days after the price is filed.

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I would be grateful for your confirmation of the above understanding.

Sincerely yours,

Leon E. Tiansay"

I have the honor to confirm that the above letter correctly sets forth our understanding on this matter.

Sincerely,

James Ferrer, Jr.

James Ferrer, Jr.
Chairman
United States Delegation

FRANCE

Atomic Energy: Nuclear Qualification of Polymer Base Materials

Agreement signed at Bethesda and Fontenay-aux-Roses April 23 and May 14, 1982;
Entered into force May 14, 1982.

AGREEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)

AND

THE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)

REGARDING THE NUCLEAR QUALIFICATION OF POLYMER BASE MATERIALS

* * * * * * * * * * * * *

The Contracting Parties :

WHEREAS the United States Nuclear Regulatory Commission (hereinafter USNRC) and the Commissariat a l'Energie Atomique (hereinafter CEA) have a mutual interest in cooperation in the field of light water reactor safety research; and

WHEREAS the USNRC and the CEA have cooperated for several years in the field of light water reactor safety research, originally under the technical exchange arrangement signed between the United States Atomic Energy Commission and the CEA, then under the new technical exchange arrangement (hereinafter referred to as the NRC-CEA LWR arrangement) signed on September 12, 1980;[1] and

WHEREAS, subject to the availability of appropriated funds, the USNRC is sponsoring at the SANDIA LABORATORIES a program of safety research on nuclear qualification of materials in LOCA conditions.

WHEREAS the CEA is implementing a program of safety research on nuclear qualification of polymer base materials.

WHEREAS the USNRC and the CEA have expressed their intention to implement their collaboration on a program of qualification of materials.

Have AGREED as follows:

[1] Signed July 16 and Sept. 12, 1980. TIAS 9897; 32 UST 3279.

ARTICLE 1. OBJECTIVE

1.1. The USNRC and the CEA, in accordance with the provisions of this agreement and subject to applicable laws, regulations and national policy in force in their respective countries, will join together for research in a Qualification program, as described in Appendix A, or as amended.

1.2. The research program is intended to determine the influence of testing conditions, during reference accident simulation tests (LOCA) performed in a sequential or simultaneous way (accidental thermal-hydraulic, chemical and/or irradiation conditions). The CEA has set up the CESAR test facility in the Saclay Research Center in order to submit polymer samples to various conditions applied sequentially or simultaneously during reference accident simulation tests. This facility, along with the Sandia LICA facility, will be utilized for performing tests on an equal volume of samples coming from both parties.

1.3. The technical work program set forth in Appendix A constitutes the base program to be carried out by Sandia for the USNRC and by CEA.

ARTICLE 2. SCOPE OF AGREEMENT

2.1. The USNRC will provide the necessary personnel, specimens, equipment and services to carry out the qualification program as described in Appendix A, or, as amended, subject to the availabililty of appropriated funds.

2.2. The CEA will provide the necessary personnel, specimens, equipment and services to carry out the Qualification program as described in Appendix A, or, as amended, subject to the availability of appropriated funds.

2.3. Each party will have access to all the experimental data and may send representatives to visit or participate in the program by the assignment of personnel at the relevant facilities of the other party.

2.4. A final report will be prepared under the responsibility of U.S. and French co-authors, for unrestricted publication. Other publications under this program will mention this collaboration. Progress reports and interim reports will be prepared by each party and distributed to the other.

2.5. Each party will bear the costs of his own participation and, in addition, will be responsible for shipping all specimens going to the other party.

ARTICLE 3. PROGRAM MANAGEMENT

3.1. Each party shall appoint an official representative who shall be responsible for approving and scheduling the work to be performed under the Qualification program. The official representatives will meet as needed or at least approximately annually to review the status of work performed under this agreement and to recommend revisions for improving and developing the cooperation.

ARTICLE 4. EXCHANGE AND USE OF INFORMATION

The parties agree that the provisions on exchange and use of information set forth in Article 5 of the above-referenced NRC-CEA LWR arrangement shall apply for this agreement.

ARTICLE 5. DISPUTES

Any dispute between the USNRC and CEA concerning the application or interpretation of this Agreement that is not satisfactorily settled by negotiation between the representatives or other agreed mode of settlement shall be referred to the Administrators, designated under the NRC-CEA LWR arrangement, for resolution.

ARTICLE 6. PATENTS

The Parties agree that the provisions on patents set forth in Article 6 of the above-referenced NRC-CEA LWR arrangement shall apply for this Agreement.

ARTICLE 7. FINAL PROVISIONS

7.1. This Agreement shall enter into force upon signature of the parties and shall remain in force for a period of three years.

7.2. Either party may withdraw from the present Agreement after providing the other party written notice of withdrawal six months prior to the next anniversary date of the Agreement.

Done in duplicate, in the English and French languages, each equally authentic.

UNITED STATES NUCLEAR REGULATORY COMMISSION

BY : [1]

TITLE : Executive Director for Operations

DATE : April 23, 1982

FOR THE COMMISSARIAT A L'ENERGIE ATOMIQUE

BY : P. Tanguy [2]

TITLE : Director of Nuclear Protection and Safety Institute.

DATE : May 14th, 1982

[1] William J. Dircks.

[2] P. Tanguy.

APPENDIX A

PLAN FOR A COOPERATIVE PROGRAM BETWEEN
THE NRC AND THE CEA FOR THE NUCLEAR QUALIFICATION
OF POLYMER BASE MATERIALS

REFERENCE ACCIDENT SIMULATION TESTS (LOCA)

EFFECTS OF SEQUENTIAL AND SIMULTANEOUS TESTS
ON POLYMER PROPERTIES

1 PURPOSE

This study is intended to determine the influence of testing conditions on the behavior of polymer base materials during reference accident simulation tests (LOCA) performed in a sequential or simultaneous manner (accidental thermodynamic, chemical and irradiation test).

2 REASON FOR CHOICE OF PROGRAM

Investigations carried out in connection with the nuclear qualification study group revealed striking synergistic effects on certain polymers, by differences in oxygen consumption and changes in mechanical properties when ageing, temperature and irradiation stresses are applied simultaneously rather than sequentially.

The geographic distribution and types of nuclear qualification test equipment in France and the United States generally fulfill the requirements of equipment qualification testing codes by using a sequential application of stresses.

It is important to determine the respective influence of stress application conditions on polymer behavior when accidental thermodynamic, chemical and irradiation test conditions are applied sequentially or simultaneously during reference accident simulation tests (LOCA).

For this purpose, the CEA has set up the CESAR test installation, which is equipped with the technical capabilities enabling it to perform both types of accident simulation tests.

3 PROPOSED PROGRAM

A selection of polymer materials used in the construction of equipment installed in PWR reactors, the study of whose behavior can provide maximum information, will be distributed in two equal parts, corresponding to an American selection and a French selection.

3.1 CHOICE OF POYLMERS OF U. S. ORIGIN

3.1.1 Elastomers

Ethylene - propylene copolymer (EPR) composition #1 in the form of cable insulator.

Ethylene - propylene copolymer (EPR) composition #2 in the form of cable insulator.

Chemically cross-linked polyolefin (CLPO) composition #1 in the form of cable insulator.

Chemically cross-linked polyolefin (CLPO) composition #2 in the form of cable insulator.

TEFZEL - composition #1 in the form of fluoropolymer cable insulator.

TEFZEL - composition #2 in the form of fluoropolymer cable insulator.

Hypalon - chlorosulfonated polyethylene in the form of cable jacket.

Chlorinated polyethylene in the form of cable jacket.

3.1.2 Thermoplastics

A selection of U.S. materials will be made and be provided for consideration at a later time. Testing would be by mutual agreement.

3.1.3 Thermosets

A selection of U. S. materials will be made and be provided for consideration at a later time. Testing would be by mutual agreement.

3.2 CHOICE OF POLYMERS: FRENCH PROPOSAL

3.2.1 Elastomers

Ethylene-propylene copolymer (EPR) in the form of cable insulator.

Chemically cross-linked polyethylene (PRC) in the form of cable insulator.

Hypalon chlorosulfonated polyethylene in the form of cable insulator.

Ethylene propylene polymer of a monomer in the form of cable insulator.

Ethylene-propylene copolymer (EPR) in the form of gaskets and dumbbells.

Vamac acrylic polyethylene copolymer in the form of gaskets and dumbbells.

3.2.2 Thermoplastics

Phenylene polysulfide (PPS) in the form of dumbbells and connector sockets.

Polydiallylphthalates in the form of connector sockets and dumbbells.

3.2.3 Thermosets

Thermosetting silicon in the form of dumbbells and connector sockets.

Epoxy resin in the form of microcontact fillers.

3.3 REFERENCE ACCIDENT SIMULATION TESTS

Reference accident simulation tests will be performed on:

- Virgin samples
- Samples that have undergone ageing phases corresponding to the simulation of the normal operation of a PWR reactor.

Pre-ageing must represent the simulation of normal operation of a PWR reactor over forty years of operation. Three series of normal operation simulation pre-ageing sequences will be performed in accordance with the following phases:

(a) Simulation of thermal ageing followed by the irradiation simulation phase.

(b) Simulation of the irradiation phase followed by the thermal ageing phase.

and (c) Simultaneous irradiation and thermal ageing (for U.S. samples only).

The choice of thermal ageing temperatures in accordance with the chemical composition of the polymers, the temperature during the irradiation tests, the integrated dose, and the dose rates are as specified below unless revised by mutual agreement.

French specimen ageing conditions:

(a) Accelerated thermal ageing

The temperature of thermal ageing will be either 120°C, 140°C, or 160°C in accordance with the chemical composition of the polymers for a period of 10 days (240 hours) for sequentially aged specimens.

(b) Ageing irradiation

Gamma ray irradiation of cobalt 60 to an integrated dose of 25 Mrad(±15%) at a temperature of both 70°C and 28°C and a dose rate of 0.1 Mrad/hr (±50%) in air for sequentially aged specimens.

U.S. specimen ageing conditions:

(a) Accelerated thermal ageing

The temperature of thermal ageing will be 120°C for a period of 15 days (360 hours) for sequentially aged specimens.

(b) Ageing irradiation

Gamma ray irradiation of cobalt 60 to an integrated dose of 25 Mrad (±15%) at a temperature of both 28°C and 70°C and a dose rate of 70 Krad/hr (±50%) in air for sequentially aged specimens. Specimens aged simultaneously (thermal plus irradiation) will all be at a temperature of 120°C and a dose rate of 70 Krad/hr (±50%) in air to an integrated dose of 25 Mrad (±15%).

3.4 ACCIDENTAL THERMODYNAMIC TESTS

(Reference accident, LOCA)

On virgin or pre-aged samples, it is important to determine the respective influence of the stress application conditions of the accidental thermodynamic, chemical and irradiation tests, on the changes in the properties of these polymers, using sequential and simultaneous modes.

3.4.1 Sequential tests

The tests include two sequences, an accidental thermodynamic and chemical part and an irradiation part.

These two tests may be applied to French polymers in a different order:

- the thermodynamic test followed by irradiation test,
- irradiation test followed by thermodynamic test.

The U.S. polymer samples will all follow the order:

- irradiation test followed by thermodynamic test.

The French samples will be tested according to the following conditions:

- Gamma ray irradiation of cobalt 60 in air, at a dose of 60 Mrad (±15%) with a dose rate of 0.3 Mrad/hr (±50%) at a temperature of both 28°C and 70°C when the thermodynamic test follows the irradiation test and a temperature of 70°C when the irradiation test follows the thermodynamic test.

. Thermodynamic conditions according to the profile given in Figures 1[1] and 2[1] attached to Appendix A. The duration of the tests will be about 200 hours, corresponding to a first thermal shock followed by a second thermal shock and then the test cycle described by the curve.

The U. S. samples will be tested according to the following conditions:

. Gamma ray irradiation of cobalt 60 in air, at a dose of 60 Mrad (±15%) with a dose rate of 0.3 Mrad/hr (±50%) at a temperature of both 28°C and 70°C.

. Thermodynamic conditions according to the profile given in Figures 1 and 2 attached to Appendix A. The duration of the tests will be about 200 hours, corresponding to a first thermal shock followed by a second thermal shock, and then the test cycle described by the curve. The test of U. S. samples will be repeated using both air and nitrogen as inert gas for injection along with the steam.

[1] Not printed.

3.4.2. Simultaneous tests

These tests will be performed by simultaneously applying the stresses listed below and will be conducted in the containment of the Poseidon irradiator:

. Thermodynamic conditions according to the profile given in Figures 1 and 2 attached to Appendix A. The duration of the tests will be about 200 hours, corresponding to a first thermal shock followed by a second thermal shock, and then the test cycle described by the curve. The test will include simultaneously gamma ray irradiation of cobalt 60 in air at a dose of 60 Mrad (±15%) and a dose rate of 0.3 Mrad/hr (±50%).

The test in the case of the U.S. samples will be run using both air and nitrogen additions to the steam during thermodynamic conditions.

3.5 POST-ACCIDENT

The tests will be performed in an oven at a temperature of 100°C with relative humidity of 100% for ten days, on all the samples.

4 MEASUREMENTS

To determine the behavior of the materials during the different test phases, the following measurements will be taken:

- on virgin materials,
- on materials between the thermal ageing and irradiation ageing phases,
- on materials at the end of normal operation simulation tests,
- on materials at the end of the accident irradiation,
- on materials at the end of the post LOCA test cycle.

Measurements

- Mechanical properties

  Determination of the break stess and elongation at break. Measurements taken on elastomers (cable sheaths, dumbbells and cable insulators).

  Bend test on cable sheaths. (French samples only)

  Determination of residual deformation in compression, on O-rings. (French samples only)

- Electrical properties (French samples only)
  Measurements of insulation resistance on cable insulators, connector sockets and filler resins.

  Measurements of dielectric rigidity on the same samples.

  Measurements of dielectric breakdown on the same samples.

5 DISTRIBUTIONS OF TASKS

The overall test program will be conducted in close cooperation between the French and American parties. Technical meetings will be arranged between the parties to specify the number of samples and finalize the test program. After agreement each party will supply samples in adequate numbers.

The American party will perform the normal operation simulation tests in the United States on all the samples (American and French).

The French party will perform the accidental thermodynamic tests and post-accident tests on all the samples on the Poseidon irradiation. and CESAR test facilities in France.

The measurement of sample properties will be taken by the American party for the American samples and by the French party for the French samples.

A number of samples will be exchanged in order to calibrate the French and American measurement instruments.

Both parties will exchange the technical and scientific information necessary for performance of the tests.
A final Report will be prepared, under the responsibility of the American and French co-authors, for unrestricted publication.

We propose scheduling the tests over a period of three years.

A C C O R D
ENTRE LA
COMMISSION DE REGLEMENTATION NUCLEAIRE DES
ETATS-UNIS (USNRC)
ET LE
COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)
CONCERNANT LA
QUALIFICATION NUCLEAIRE DES MATERIAUX
A BASE DE POLYMERES

Les Parties Contractantes :

ATTENDU que la Commission de Réglementation Nucléaire des Etats-Unis (ci-dessous désignée sous le sigle USNRC) et le Commissariat à l'Energie Atomique (ci-dessous désigné sous le sigle CEA) ont un intérêt mutuel à coopérer dans le domaine de la recherche en matière de sûreté des réacteurs à eau légère ; et

ATTENDU que la USNRC et le CEA coopèrent depuis de nombreuses années dans le domaine de la recherche en matière de sûreté des réacteurs à eau légère, à l'origine, en vertu de l'accord d'échange technique signé entre la Commission à l'Energie Atomique des Etats-Unis et le CEA, puis, en vertu du nouvel accord d'échange technique (ci-dessous désigné l' "accord NRC-CEA sur les réacteurs à eau ordinaire", signé le 12 septembre 1980 ; et

ATTENDU que, sous réserve de la mise en place des budgets appropriés, l'USNRC commandite un programme de recherche en matière de sûreté, dans le cadre des LABORATOIRES SANDIA, en ce qui concerne la qualification des matériaux placés sous condition LOCA ;

ATTENDU que le CEA met en oeuvre un programme de recherche en matière de sûreté concernant la qualification nucléaire des matériaux à base de polymères ;

ATTENDU que l'USNRC et le CEA ont exprimé leur intention d'engager une collaboration dans le cadre d'un programme de qualification de matériaux

SONT CONVENUS DE CE QUI SUIT :

Article 1 - OBJET

1.1 L'USNRC et le CEA, conformément aux dispositions du présent accord et sous réserve des lois, règlements et de la politique nationale en vigueur dans leur pays respectif, joindront leurs efforts en matière de recherche relative à l'établissement d'un programme de qualification décrit à l'Annexe A, ou tel qu'il sera modifié par avenant.

1.2 Le programme de recherche est destiné à déterminer les effets provenant des conditions d'essais, lors du déroulement des essais de référence en matière de simulation d'accident (LOCA), réalisés de façon isolée ou simultanée (accident thermique-hydraulique, chimique et/ou sous des conditions d'irradiation). Le CEA a aménagé l'installation d'essai "CESAR", au Centre de Recherches Nucléaires de SACLAY, en vue de soumettre, à l'occasion d'essais de référence en matière de simulation d'accident, des échantillons de polymères à diverses épreuves isolées ou simultanées. Cette installation, ainsi que l'installation LICA de SANDIA, seront utilisées pour effectuer des essais sur un nombre égal d'échantillons en provenance des deux parties.

1.3 Le programme de travail technique énoncé à l'Annexe A constitue le programme de base devant être effectué par SANDIA pour l'USNRC et par le CEA.

Article 2 - ETENDUE DU PRESENT ACCORD

2.1 L'USNRC procurera le personnel nécessaire, les échantillons, les équipements et les services nécessaires à la réalisation du programme de qualification tel que décrit à l'Annexe A, ou modifié par avenant, sous réserve de la mise en place des budgets appropriés.

2.2 Le CEA procurera le personnel nécessaire, les échantillons, les équipements et les services nécessaires à la réalisation du programme de qualification tel que décrit à l'Annexe A, ou modifié par avenant, sous réserve de la mise en place des budgets appropriés.

2.3 Chacune des parties aura accès à toutes les données relatives aux expérimentations et pourra envoyer, sous forme de détachement de personnel, des représentants qui participeront au programme ou qui effectueront des visites dans les installations de l'autre partie.

2.4 Un rapport définitif sera préparé sous la responsabilité conjointe des rédacteurs français et américains, en vue d'une libre publication. Toutes les autres publications ayant trait audit programme mentionneront cette collaboration. Les rapports d'avancement des travaux et les rapports provisoires seront préparés par chacune des parties et communiqués à l'autre.

2.5 Chacune des parties supportera les coûts de sa participation et, en outre, sera responsable de l'expédition des échantillons envoyés à l'autre partie.

Article 3 - DIRECTION DU PROGRAMME

3.1 Chaque partie devra nommer un représentant officiel qui sera responsable de l'approbation et de la planification des travaux à exécuter dans le cadre du programme de Qualification. Les représentants officiels se rencontreront lorsque cela apparaîtra nécessaire et, au moins, environ une fois par an, afin d'examiner le déroulement des travaux dans le cadre du présent accord et de recommander des modifications visant à améliorer et à développer la coopération.

Article 4 - ECHANGE ET USAGE DES CONNAISSANCES

Les parties sont d'accord pour que les dispositions relatives à l'échange et à l'usage des connaissances, fixées à l'Article 5 de l'accord NRC/CEA sur les réacteurs à eau ordinaire précité, s'appliquent au présent accord.

Article 5 - LITIGES

Tout litige entre l'USNRC et le CEA relatif à l'exécution et à l'interprétation du présent accord qui n'aurait pas reçu de solution satisfaisante, après négociation entre les représentants des parties, ou par tout autre moyen de règlement accepté par elles, devra être soumis pour réglement aux administrateurs désignés en vertu de l'accord NRC/CEA sur les réacteurs à eau ordinaire.

Article 6 - BREVETS

Les parties acceptent que les dispositions relatives aux brevets, fixées à l'Article 6 de l'accord NRC/CEA sur les réacteurs à eau ordinaire, s'appliquent au présent accord.

Article 7 - DISPOSITIONS FINALES

7.1 Le présent accord entrera en vigueur dès sa signature par les parties et restera en vigueur pendant trois (3) ans.

7.2 Chacune des parties pourra se retirer du présent accord après avoir adressé à l'autre partie notification écrite de son désir de se retirer six (6) mois avant la prochaine date anniversaire du présent accord.

Fait en double exemplaire, en langue française et en langue anglaise, chaque exemplaire faisant également foi.

Pour la COMMISSION DE REGLEMENTATION NUCLEAIRE des ETATS-UNIS,

PAR :

TITRE : Directeur Exécutif des Opérations

DATE : June 23, 1982[1]

Pour le COMMISSARIAT à l'ENERGIE ATOMIQUE,

PAR : P. Tanguy

TITRE : Directeur de l'Institut de Protection et de Sûreté Nucléaire

DATE : 14 Mai 1982

[1] First date of signature by U.S. of English text, Apr. 23, 1982, considered official date of agreement.

HAITI

Peace Corps

Agreement effected by exchange of notes
Signed at Port-au-Prince August 12 and 13, 1982;
Entered into force August 13, 1982.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Port-au-Prince, August 12, 1982

No. 317

Excellency:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Republic of Haiti. In these conversations your Government has indicated that it would welcome Peace Corps Volunteers.

I have the honor to propose the following understandings with respect to the Peace Corps:

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Haiti to perform mutually agreed tasks in the Republic of Haiti. The volunteers will work under the supervision of organizations designated by the Government of the Republic of Haiti. The Government of the United States will provide training to enable the volunteers to perform these agreed tasks effectively.

2. The Government of the Republic of Haiti will accord equitable treatment to Peace Corps Volunteers both as to

His Excellency

Jean-Robert Estimé

Secretary of State for Foreign Affairs

their persons and their property; afford them full aid and protection including the same treatment as that accorded generally to nationals of the United States residing in the Republic of Haiti, and fully inform and cooperate with the representatives of the Government of the United States of America with respect to all matters concerning the volunteers.

3. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the Republic of Haiti agrees to receive a Peace Corps Representative and employees, and other persons performing functions under this Agreement.

4. The Government of the Republic of Haiti will exempt from taxes, customs duties and other charges in respect to vehicles, plant, equipment and supplies introduced into or acquired in the Republic of Haiti by the Government of the United States, or its duly authorized representatives, in connection with Peace Corps programs.

5. The Government of the Republic of Haiti will exempt Peace Corps volunteers, the Peace Corps Representative, and employees, and such other persons as approved by the Government of the Republic of Haiti performing functions under this Agreement from immigration fees, from all taxes on income derived from their Peace Corps work or from sources outside the Republic of Haiti, and from all other taxes, charges and fees, except those included in the price of equipment, supplies and services.

6. The Government of the Republic of Haiti will also exempt volunteers and such other persons as approved by the Government of the Republic of Haiti performing functions under this Agreement, from all customs duties or other charges on their personal and household effects introduced into the Republic of

Haiti for their own use at the time of their arrival and up to six months after their arrival.

7. The Government of the Republic of Haiti will accord the Peace Corps Representative and his United States citizen employees the same treatment with respect to the payment of customs duties, or other charges, on their personal and household effects introduced for their own use at any time during their stay in the Republic of Haiti as is accorded to diplomatic personnel of the Embassy of the United States in the Republic of Haiti.

8. The Government of the Republic of Haiti will exempt from investment and deposit requirements and currency controls, and all taxes on the conversion of currency, all funds introduced into the Republic of Haiti for use hereunder by the Government of the United States or its duly authorized representatives. Such funds shall be convertible into currency of the Republic of Haiti at the highest legal rate of exchange.

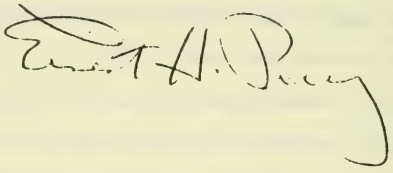
9. Appropriate representatives of the Government of the United States of America and the Government of the Republic of Haiti may make at any time such modifications and arrangements with respect to Peace Corps volunteers and the Peace Corps programs in the Republic of Haiti as appear necessary or desirable for purposes of implementing this Agreement.

10. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

11. The Government of the Republic of Haiti reserves the right to request of the Government of the United States of America to recall within 72 hours any volunteer, the Peace Corps Representative, any employee, or other person performing functions under this Agreement whose behavior would be judged unacceptable by the Government of the Republic of Haiti.

Finally, I have the honor to propose that this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's reply note and which shall remain in force until ninety days after the date of written notification from either Government to the other of an intent to terminate it.

Accept, Excellency, the assurances of my highest consideration.



[1]

[1] Ernest H. Preeg.

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département des Affaires Etrangères — *Republique d'Haïti*

Port-au-Prince, le 13 Août 1982

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux conversations tenues récemment entre les représentants de nos deux Gouvernements et relatives à l'assistance technique que peuvent apporter au développement de la République d'Haiti des Volontaires Américains du Corps de la Paix, pour vous communiquer la décision du Gouvernement Haitien d'accueillir favorablement dans le cadre d'un accord précis, l'établissement en Haiti d'un programme du Corps de la Paix.

Les représentants de nos deux Gouvernements ont convenu ce qui suit :

1.- Le Gouvernement des Etats-Unis fournira des volontaires du Corps de la Paix sur la demande qu'en fera le Gouvernement de la République d'Haiti pour accomplir en République d'Haiti des tâches déterminées d'un commun accord. Les Volontaires travailleront sous la supervision d'organisations désignées par le Gouvernement de la République d'Haiti. Le Gouvernement dew Etats-Unis assurera la formation des Volontaires afin de permettre à ceux-ci d'accomplir de manière efficace les tâches agréées.

2.- Le Gouvernement de la République d'Haiti accordera un traitement équitable tant aux Volontaires du Corps de la Paix qu'à leurs biens; il leur assurera son aide et sa protection entières, y compris le même traitement que celui accordé généralement aux ressortissants américains résidant en République d'Haiti, et informera pleinement et coopérera avec les représentants du Gouvernement des Etats-Unis d'Amérique en ce qui concerne toutes les questions relatives aux volontaires.

S. E. M. Ernest H. PREEG
Ambassadeur des Etats-Unis
d'Amérique en Haiti.

3.- Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République d'Haiti accepte de recevoir un Représentant du Corps de la Paix et les employés et autres personnes accomplissant des tâches dans le cadre du présent Accord.

4.- Le Gouvernement de la République d'Haiti exonérera de tous impôts, droits de douane et autres droits, tous véhicules, tous aménagements, tous équipements et toutes fournitures introduits ou acquis en République d'Haiti par le Gouvernement des Etats-Unis ou par tous représentants dûment autorisés dans le cadre des programmes du Corps de la Paix.

5.- Le Gouvernement de la République d'Haiti exonérera les volontaires du Corps de la Paix, le représentant du Corps de la Paix les employés et autres personnes approuvées par le Gouvernement de la République d'Haiti accomplissant des tâches dans le cadre de cet accord, de tous droits d'immigration, de tous impôts sur le revenu provenant de leur travail au Corps de la Paix ou dont la source se trouve en dehors de la République d'Haiti, et de tous autres impôts, droits et taxes, à l'exception de ceux compris dans le prix de l'équipement, des fournitures et services.

6.- Le Gouvernement de la République d'Haiti exonérera les Volontaires et autres personnes approuvées par le Gouvernement de la République d'Haiti accomplissant des tâches dans le cadre de cet Accord, de tous droits de douane ou autres droits sur les biens mobiliers introduits en République d'Haiti pour leur propre usage au moment de leur arrivée et jusqu'à six mois après leur arrivée.

7.- Le Gouvernement de la République d'Haiti accordera au Représentant du Corps de la Paix et aux employés de nationalité américaine le même traitement en ce qui concerne le paiement des droits de douane ou autres droits sur les biens mobiliers introduits en Haiti pour leur propre usage à tout moment pendant leur séjour comme cela est accordé au personnel diplomatique de l'Ambassade des Etats-Unis dans la République d'Haiti.

8.- Le Gouvernement de la République d'Haiti exonérera des obligations qui régissent les investissements et les dépôts de fonds, et des controles de changes et de tous impôts sur la conversion des monnaies, tous les fonds introduits en République d'Haiti aux fins d'utilisation en vertu du présent accord par le Gouvernement des Etats-Unis ou par ses représentants dûment autorisés. Lesdits fonds seront convertibles en monnaie de la République d'Haiti au taux légal le plus élevé.

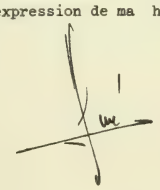
9.- Les représentants appropriés du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République d'Haiti pourront porter à n'importe quel moment, des modifications et des arrangements nécessaires et souhaitables à la mise en oeuvre du présent Accord, en ce qui concerne les Volontaires du Corps de la Paix et les programmes du Corps de la Paix en République d'Haiti.

10.- Les engagements pris par chaque Gouvernement dans le cadre du présent Accord sont subordonnés à la disponibilité des fonds et aux lois applicables dudit Gouvernement.

11.- Le Gouvernement de la République d'Haiti se réserve le droit de demander au Gouvernement des Etats-Unis d'Amérique de rappeler dans 72 heures tous Volontaires, tout Représentant du Corps de la Paix, tous employés ou autres personnes accomplissant des tâches dans le cadre de cet accord, dont le comportement serait jugé inacceptable par le Gouvernement de la République d'Haiti.

Enfin, j'ai l'honneur de proposer que cette note constitue un Accord en vigueur à partir de cette date entre le Gouvernement des Etats-Unis d'Amérique et Celui de la République d'Haiti . Cet accord demeurera en vigueur jusqu'à quatre vingt dix jours après notification écrite de l'un des deux Gouvernements à l'autre de son intention d'y mettre fin.

Je saisis l'occasion, Monsieur l'Ambassadeur des Etats-Unis d'Amérique, pour vous renouveler l'expression de ma haute considération.



TRANSLATION

Republic of Haiti
Department of Foreign Affairs

Port-au-Prince, August 13, 1982

Mr. Ambassador:

I have the honor to refer to recent conversations between representatives of our two Governments regarding the technical assistance that American Peace Corps Volunteers can bring to the development of the Republic of Haiti in order to inform you of the decision of the Haitian Government to approve, in the framework of a specific agreement, the establishment of a Peace Corps program in Haiti.

The representatives of our two Governments have agreed as follows:

[For the English language text, see pp. 2-5.]

I avail myself of this opportunity, Mr. Ambassador, to renew to you the assurances of my high consideration.

Jean-Robert Estimé

His Excellency
Ernest H. Preeg,
Ambassador of the United States
of America in Haiti.

MEXICO

Trade in Textiles and Textile Products

Agreement amending the agreement of February 26, 1979, as amended and extended.
Effected by exchange of letters
Signed at Washington July 26 and August 19, 1982;
Entered into force August 19, 1982.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Mexican Ambassador

DEPARTMENT OF STATE

Washington, D.C. 20520

JUL 26 1982

His Excellency
Bernado Sepulveda
Ambassador of Mexico
2829 - 16th Street, N.W.
Washington, D.C. 20009

Excellency:

I refer to paragraph 19 of the Agreement between Mexico and the United States regarding Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes dated February 26, 1979, as amended,[1] ("The Agreement"), and extended by exchange of notes dated December 23 and 24, 1981.[2] I also wish to refer to discussions betwen representatives of the Government of the United States of America and the Government of the United Mexican States in Mexico City concerning exports from Mexico to the U.S. of products classified in textile categories 353, 354, 653, and 654.

On behalf of my Government, I wish to propose that Annex A of the Agreement be amended to include the following cotton and man-made fiber apparel categories:

Category	Description	Conversion Factor	Unit of Measure
353	Down and Feather-filled coats, jackets and vests, W, G and I	41.3	DZ.
354	Down and Feather-filled coats, jackets and vests, M and B	41.3	DZ.
653	Down and Feather-filled coats, jackets and vests, W, G and I	41.3	DZ.
654	Down and Feather-filled coats, jackets and vests, M and B	41.3	DZ.

[1] TIAS 9419, 9662, 9773, 9839, 9912; 30 UST 3643; 31 UST 5127; 32 UST 1329, 2306, 3725.

[2] TIAS 10324; 33 UST 4560.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Teresita C. Schaffer, Acting
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Mexican Ambassador to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

Embajada de México

No. C2618

Exp.73-0/

Washington, D.C., a 19 de agosto de 1982.

Sr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs
Department of State,
Washington, D.C. 20520

Estimado señor Lamb:

Tengo el honor de acusar recibo de su comunicación de fecha 26 de julio de 1982, en la que hace referencia al párrafo 19 del Convenio entre México y los Estados Unidos sobre Comercio de Textiles de Algodón, Lana y Fibras Artificiales, del 26 de febrero de 1979 modificado ("Acuerdo") y prorrogado mediante intercambio de notas del 23 y 24 de diciembre de 1981.

Por este medio, deseo expresarle la aceptación de mi Gobierno a la propuesta de modificar el Anexo "A" del "Acuerdo" para incluir nuevos productos clasificados en categorías 353, 354, 653 y 654, que corresponden a confecciones que contienen plumas de ganso; propuesta que concuerda con los arreglos a que se llegó en conversaciones previas celebradas entre representantes de ambos Gobiernos.

Por lo tanto, su comunicación y ésta de respuesta, constituirán una enmienda al Convenio.

Atentamente,

B. Sepúlveda

Bernardo Sepúlveda
Embajador

TRANSLATION

Embassy of Mexico

No. 73-0/02618

Washington, D.C., August 19, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington, D.C. 20520

Dear Mr. Lamb:

I have the honor to acknowledge receipt of your communication of July 26, 1982, referring to paragraph 19 of the Agreement between Mexico and the United States regarding Trade in Cotton, Wool, and Man-made Fiber Textiles of February 26, 1979, as amended, ("the Agreement"), and extended by exchange of notes dated December 23 and 24, 1981.

By this means I wish to express the acceptance of my Government to the proposal to amend Annex A of the Agreement to include new products classified in categories 353, 354, 653, and 654, i.e., apparel containing goose feathers. This proposal is consistent with the arrangements reached in previous discussions between representatives of both Governments.

Accordingly, your communication and this reply shall constitute an amendment to the Agreement.

Sincerely,

B. Sepulveda

B. Sepúlveda
Ambassador

MEXICO

Telecommunications: Assignment of Television Channels Along United States-Mexican Border

Agreement amending the agreement of April 18, 1962, as amended.
Effected by exchange of notes
Signed at Washington December 22, 1981 and August 17, 1982;
Entered into force August 17, 1982.

The Mexican Ambassador to the Secretary of State

ESTADOS UNIDOS MEXICANOS

Señor Secretario:

Por instrucciones de mi Gobierno me permito informar a Vuestra Excelencia que, con referencia al Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo largo de la Frontera entre los Estados Unidos Mexicanos y los Estaods Unidos de América, celebrado por canje de Notas del 18 de abril de 1962, y de acuerdo con la coordinación efectuada entre la Dirección General de Telecomunicaciones de la Secretaría de Comunicaciones y Transportes y la Comisión Federal de Comunicaciones (FCC), se propone adicionar el Canal 4 para Monterrey, Nuevo León, en la tabla "A" del Acuerdo de referencia en la siguiente forma:

1.- Canal:	4 -
2.- Distintivo de llamada:	NUEVO
3.- Ubicación propuesta para el transmisor:	Monterrey, N.L. Latitud 25° 39' 03" LN Longitud 100° 18' 38" LW
4.- Potencia efectiva radiada:	100 KW (Video)
5.- Antena:	Altura total sobre el terreno: 60m Altura total sobre el nivel del mar: 730m Altura promedio con relación al nivel del terreno: -26.75m

6.- Directividad de la antena en el omnidireccional plano horizontal.

Asimismo, se propone que se suprima el Canal 3+ y se adiciones el Canal 2+ para la mencionada ciudad de Monterrey, N.L., modificando igualmente la tabla "A" del Acuerdo en cuestión, en la

Excelentísimo señor
Alexander M. Haig, Jr.
Secretario de Estado,
Washington, D.C.

siguiente forma:

1.- Canal:	2+
2.- Distintivo de llamada:	XEFB-TV (Operando en 3+)
3.- Ubicación del transmisor:	Monterrey, N.L.
	Latitud 25° 40' 11" LN
	Longitud 100° 18' 25" LW
4.- Potencia efectiva radiada:	100 KW (Video)
5.- Antena:	Altura total sobre el terreno: 75m
	Altura total sobre el nivel del mar: 1125m
	Altura promedio con relación al nivel del terreno: 291.5m

6.- Directividad de la antena en el omnidireccional plano horizontal.

El Gobierno de los Estados Unidos Mexicanos desearía saber si la anterior propuesta es aceptable para el Gobierno de los Estados Unidos de América y, de ser así, propone que esta Nota y la Nota de respuesta de Vuestra Excelencia constituyan un Acuerdo que modifique el Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo largo de la Frontera entre los Estados Unidos Mexicanos y los Estados Unidos de América, el cual entraría en vigor en la fecha de la nota de Vuestra Excelencia.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Washington, D.C., a 22 de diciembre de 1981

Hugo B. Margáin
Embajador

The Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

August 17, 1982

Excellency:

I have the honor to acknowledge receipt of your note No. 965 dated December 22, 1981, which in English translation reads as follows:

"Mr. Secretary: On the instructions of my Government I wish to inform Your Excellency that with respect to the Agreement relating to the assignment and use of television channels along the United States-Mexican border effected by exchange of notes on April 18, 1962,[1] and in accordance with cooperation between the Telecommunications Bureau of the Department of Communications and Transport and the Federal Communications Commission (FCC), it is proposed that Channel 4 be added to Monterrey, Nuevo Leon, in Table A of the aforementioned Agreement in the following manner:

1.	Channel	4 –
2.	Call Letters	New
3.	Proposed Transmitter location	Monterrey, N.L. Latitude 25°39'03" North Longitude 100°18'38" West

His Excellency

Bernardo Sepulveda Amor,

Ambassador of Mexico.

[1] TIAS 5043, 8185, 9641, 9746; 13 UST 997; 26 UST 2700; 31 UST 4810; 32 UST 975.

76-827 - 88 - 18

4.	Effective radiated power	100 kw (video)
5.	Antenna	Total height above ground level: 60m Total height above sea level: 730m Average height with respect to ground level: -26.75m
6.	Antenna directivity in omnidirectional horizontal plane.	

"It is also proposed that Channel 3+ be eliminated and Channel 2+ be added for the aforementioned city of Monterrey, N.L., amending Table A of the above-mentioned Agreement as follows:

1.	Channel	2+
2.	Call Letters	XEFB-TV (Operating on 3+)
3.	Transmitter location	Monterrey, N.L. Latitude 25°40'11" North Longitude 100°18'25" West
4.	Effective radiated power	100 kw (video)
5.	Antenna	Total height above ground: 75m Total height above sea level: 1125m Average height with respect to ground level: 291.5m
6.	Antenna directivity in omnidirectional horizontal plane.	

"The Government of the United Mexican States wishes to know if the foregoing proposal is acceptable to the Government of the United States of America. If so, it proposes that this note together with your reply constitute an Agreement amending the Agreement relating to the assignment and use of television channels along the United States-Mexican border, effective on the date of Your Excellency's Note."

In reply, I have the honor to inform you that the Government of the United States of America agrees with the proposal transcribed above, and therefore, considers that your note and this reply constitute an amendment to the Agreement on the Assignment of Television Channels Along the United-States Mexican Border, which will enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Secretary of State

James Ferrer, Jr. [1]

[1] James Ferrer, Jr.

PERU

Agricultural Commodities

Agreement signed at Lima April 5, 1982;
Entered into force April 5, 1982.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF PERU
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Peru agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed April 26, 1978,[1] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

Item I COMMODITY TABLE:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dols. Million)
Rice	1982	55,000	17.0
TOTAL		55,000	17.0

Item II - PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

(A) Initial Payment - Five (5) Percent;

(B) Currency Use Payment - Five (5) Percent for Section 104 (a) purposes;

(C) Number of Installment Payments - Seventeen (17);

(D) Amount of each Installment Payment - Approximately equal annual amounts;

(E) Due Date of First Installment Payment - Four (4) years after the date of last delivery of commodities in each calendar year;

(F) Initial Interest Rate - Three (3) Percent;

(G) Continuing Interest Rate - Four (4) Percent.

Item III - USUAL MARKETING TABLE:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1982	39,000

[1] TIAS 9604; 30 UST 7662.

Item IV - EXPORT LIMITATIONS:

(A) The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

(B) For the purposes of Part I, Article III, A (4) of this Agreement, the commodities which may not be exported are: for rice--rice in the form of paddy, brown or milled.

Item V - SELF-HELP MEASURES:

(A) The Government of Peru agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Peru agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation:

(1) Research and Extension:

Support research, extension and education activities for tropical/sub-tropical soil use and management to assist jungle farmers to improve productivity levels through the adoption of appropriate soil and water conservation practices.

(2) Title II Support:

(a) CARE Pueblo Joven Program: Provide materials and equipment for social infrastructure (schools, health posts, potable water systems, etc.) in the pueblos jovenes surrounding Lima.

(b) Provide funding for transportation, warehousing, and distribution of PL 480[1] School Feeding and PVO programs.

(3) Cooperacion Popular:

Provide funding for a nationwide self-help public works program to create employment and low-cost physical infrastructure such as, access roads, rural schools, small-scale irrigation systems. etc.

(4) Farm to Market Roads:

Support trunk road maintenance/construction in high jungle areas.

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[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

Item VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

(A) The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used to help finance activities which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

(B) To this end, first priority will be given to providing necessary local currency contributions to projects financed by the Agency for International Development in the fields of Food, Nutrition, and Rural Development as identified in a Memorandum of Understanding to be signed within the next sixty (60) days[1] between the Government of the United States and the Government of Peru for the use of proceeds from sales of agricultural commodities under this agreement and as identified in any subsequent amendments to the Memorandum of Understanding. The Government of Peru agrees to make adequate provisions for counterpart contributions to projects identified in the Memorandum of Understanding between the signing of this agreement and the actual generation of local currency through the sale of PL 480 Title I commodities.

(C) Second priority will be given to general support of the Government of Peru investment budget for development projects of mutual interest to the Government of Peru and the U.S. Special emphasis will be given to the Government of Peru's program of Cooperacion Popular and to the construction and maintenance of penetration roads in the Peruvian high jungle, as identified in the Memorandum of Understanding.

(D) A procedure for the identification of these projects is set out in the Memorandum of Understanding. Three months after the signing of this agreement and at three month intervals thereafter the Ministry of Economy, Finance and Commerce shall provide to the USAID Mission in Peru a report on the use and disbursement of local currencies generated under this agreement.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Lima, in duplicate, the fifth. day of April 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Frank V. Ortiz
Frank Ortiz

Title: Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

By: Ismael Benavides

Title: Vice-Minister of Finance
Ministry of Economy, Finance and Commerce

[1] Signed Nov. 1, 1982. Not printed.

CONVENIO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú convienen en la venta de los productos agrícolas especificados más adelante. Este convenio consistirá del preámbulo y de las Partes I y III del Convenio firmado el 26 de Abril de 1978, conjuntamente con la siguiente Parte II:

Parte II CONDICIONES PARTICULARES

Item I TABLA DE PRODUCTOS:

Producto	Período de Suministro (Año Fiscal de los Estados Unidos)	Cantidad Aproximada (Ton. Métrica)	Valor Máximo del Mercado de Exportación (Millones de Dólares)
Arroz	1982	55,000	17.0
TOTAL		55,000	17.0

Item II - CONDICIONES DE PAGO: Crédito en Moneda Local Convertible (CMLC)

(A) Pago Inicial - Cinco (5) por ciento:

(B) Fondo de Contrapartida - Cinco (5) por ciento para fines de la Sección 104 (a) de la Ley Pública 480;

(C) Número de Cuotas de Pago - Diecisiete (17);

(D) Monto de cada Amortización - Sumas anuales aproximadamente iguales;

(E) Fecha de Vencimiento de la Primera Cuota de Amortización - Cuatro (4) años después de la fecha de la última entrega de productos en cada año calendario.

(F) Tasa de Interés Inicial - Tres (3) por ciento;

(G) Tasa de Interés Vigente - Cuatro (4) por ciento.

Item III - TABLA DE COMERCIALIZACION USUAL:

Producto	Período de Importación (Año Fiscal de EE.UU.)	Requerimientos Normales del Mercado (Toneladas Métricas)
Arroz	1982	39,000

Item IV - LIMITACIONES DE EXPORTACION

(A) El período de limitación de la exportación será el año fiscal de Estados Unidos 1982 o cualquier año fiscal de Estados Unidos posterior durante el cual los productos financiados bajo este convenio están siendo importados o utilizados.

(B) Para los propósitos de la Parte I, Artículo III, A (4) de este Convenio, los productos que no pueden ser exportados son: arroz--arroz con cáscara, descascarado o pilado.

Item V - MEDIDAS DE AUTO AYUDA:

(A) El Gobierno del Perú conviene en llevar a cabo medidas de auto-ayuda para aumentar la producción, almacenaje y distribución de los productos agrícolas. Las siguientes medidas de auto-ayuda deberán implementarse para contribuir directamente al desarrollo de las áreas rurales menos favorecidas y permitir a los pobres participar activamente en el incremento de la producción agrícola mediante la pequeña agricultura.

(B) El Gobierno del Perú conviene en llevar a cabo las siguientes actividades y al hacerlo se compromete a proporcionar los recursos financieros, técnicos y administrativos necesarios para su implementación.

(1) Investigación y Extensión

Apoyar actividades de investigación, extensión y educación para el uso y administración de suelos tropicales/sub-tropicales para ayudar a los agricultores de la ceja de selva a mejorar su nivel de productividad a través de la adopción de prácticas apropiadas sobre conservación de agua y suelo.

(2) Apoyo a Actividades del Título II:

(a) Programa de CARE en los Pueblos Jóvenes: Proporcionar materiales y equipo para infraestructura social (escuelas, postas médicas, sistemas de agua potable, etc.) en los pueblos jóvenes ubicados alrededor de Lima.

(b) Proporcionar financiación para transporte, almacenaje y distribución de los víveres de la Ley Pública 480 de los programas de Alimentación Escolar y Agencias Voluntarias.

(3) Cooperación Popular:

Proporcionar financiación para un programa nacional de obras públicas de auto-ayuda con el propósito de crear empleos y obras de infraestructura física de bajo costo, tales como: caminos de acceso, escuelas rurales, sistemas de irrigación a pequeñas escala, etc.

(4) Carreteras Vecinales (agricultor-mercado)

Apoyar el mantenimiento/construcción de carreteras troncales en áreas de la ceja de selva.

Item VI - FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR

(A) Los ingresos acumulados por el país importador provenientes de la venta de los productos financiados bajo este convenio, serán utilizados para ayudar a financiar actividades que directamente mejoren las condiciones de vida de las gentes menos favorecidas del país receptor y su capacidad de participar en el desarrollo de su país.

(B) Con este fin, se otorgara primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional en los campos de Alimentación, Nutrición y Desarrollo Rural tal como se identifica en un Memorandum de Entendimiento que se firmará dentro del periodo de sesenta (60) días entre él Gobierno de los Estados Unidos y el Gobierno del Perú para el uso de los ingresos generados de la venta de los productos agrícolas financiados bajo este Convenio y segun se identifique en cualquier enmienda posterior al Memorandum de Entendimiento. El Gobierno del Perú conviene en hacer los arreglos necesarios para proporcionar los fondos de contrapartida requeridos para los proyectos enumerados en el Memorandum de Entendimiento dentro del periodo de la firma de este convenio y la actual generación de la moneda local a través de la venta de los productos de la Ley Pública 480, Título I.

(C) La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Gobierno del Perú para proyectos de interes mutuo para el Gobierno del Perú y los Estados Unidos. Se dará especial énfasis al Programa del Gobierno Peruano de Cooperación Popular y a la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú.

(D) El procedimiento a seguir para la identificación de estos proyectos se establece en el Memorandum de Entendimiento. Tres meses después de la firma de este convenio y posteriormente a intervalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionara a la Misión de AID en el Perú, un informe sobre el uso y desembolso de la moneda local generada bajo este convenio.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente convenio. Hecho en la ciudad de Lima, este día 5to del mes de abril de mil novecientos ochenta y dos.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Por: _____
Ismael Benavides
Titulo: Vice-Ministro de Hacienda
Ministerio de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS

Por: _____
Frank Ortiz
Titulo: Embajador

NORWAY

Defense: Basic Logistical Support

Agreement signed at Stuttgart-Vaihingen and Oslo January 29 and August 20, 1982;
Entered into force August 20, 1982.

BASIC

SUPPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

REPRESENTED BY

THE UNITED STATES EUROPEAN COMMAND

AND

THE GOVERNMENT OF NORWAY

REPRESENTED BY

THE MINISTRY OF DEFENSE

ARTICLE I

Introduction

The Government of the United States of America, represented by the United States European Command, and the Government of Norway, represented by the Ministry of Defense,

Desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistics cooperation,

Have resolved to conclude this mutual support agreement.

ARTICLE II

Purpose

This Agreement is entered into on the part of the United States pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979 [1] for the purpose of acquisition and transfer of logistic support, supplies, and services. It establishes basic terms and conditions for provision of mutual logistic support, supplies, and services as defined in Article IV, paragraph 1a, of this Agreement.

ARTICLE III

Applicability

1. This Agreement applies only to military forces deployed in Europe and adjacent waters, and in the case of United States Forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters.

2. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for supplies and services reasonably available from United States commercial sources or acquirable from the United States through Foreign Military Sales procedures under the then current Arms Export Control Act.[2]

ARTICLE IV

Definitions

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistic Support, Supplies, and Services. Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication

[1] 94 Stat. 1016; 10 U.S.C. § 2321.
[2] 82 Stat. 1320; 22 U.S.C. § 2751.

services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, and airport and seaport services.

b. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific supplies, services or events, which sets forth the additional details, terms, and conditions which further define and carry out this Agreement.

c. Order or Requisition. An order or requisition, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and applicable implementing arrangements.

d. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and the applicable implementing arrangements.

e. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty (amended by The Protocol on the Accession of Greece, Turkey, and the Federal Republic of Germany),[3] excluding North America.

ARTICLE V

Basic Terms and Conditions

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities, including war, to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over the preceding sentence.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders or requisitions issued and accepted under this Agreement and any applicable implementing arrangements. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other organization or agency authorized by USEUCOM; and on behalf of Norway, the materiel commands of the Armed Forces and any other unit designated by the Ministry of Defense. Whether the transfer is accomplished by orders or requisitions under this Agreement alone or in conjunction with implementing arrangements, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data

[3] TIAS 1964, 2390, 3428; 63 Stat. 2241; 4 Bevans 828; 3 UST 43; 6 UST 5707.

elements in Annex A. The parties will endeavor to adopt a standard order form which, when agreed, will become an annex to this Agreement without further formalities. Implementing arrangements will generally identify those authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorization or limitations on those personnel able to issue or accept orders directly under this agreement or under an implementing arrangement when the implementing arrangement does not state this information. In the case of the United States, these notifications will go directly to and from the USEUCOM Component Command concerning personnel belonging to the Component Command as well as HQ USEUCOM.

3. For any logistic support, supplies, or services, the parties may negotiate for payment either as a "reimbursable transaction" or as payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party from its contractors for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party by its contractors for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order or requisition is accepted for identical logistic support, supplies, or services, less any amounts excluded by Article VI of this Agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging (directly or indirectly) of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs and/or charges.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or per-

formed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with timeframes which may not exceed 1 year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order or requisition, the order or requisition will set forth a maximum limitation of liability for the party ordering or requisitioning the logistic support, supplies, or services. Unless otherwise agreed, the maximum limit of liability will be the ceiling price. The parties will promptly enter into negotiation to establish the final price which will be the lesser of the ceiling price or the price established under reciprocal pricing principles.

5. The invoice will contain an identification of this Agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

6. The parties agree to grant each other access to records sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE VI

Excluded Charges

Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistic support, supplies and services transferred under this Agreement. In the event that supplies are taken from the inventory of a supplying party and the supplying party has paid taxes which it cannot recover and from which the receiving party would be exempt if it purchased the supplies directly, the supplying party will notify the receiving party of this fact and permit the receiving party to replace the supplies as an ex-

change transaction, in lieu of reimbursement for the supplies at a price that includes an otherwise exempt tax.

ARTICLE VII

Revision

Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VIII

Interpretation

Any disagreement regarding the interpretation or application of this Agreement or concerning logistic support, supplies, or services transferred pursuant to the agreement or transaction, as appropriate, to this Agreement will be resolved by consultation between the parties to the agreement or transaction, as appropriate, and will not be referred to an international tribunal or third party for settlement.

ARTICLE IX

Effective Date and Termination

This Agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing.

DONE at Oslo, Norway

DONE at Stuttgart-Vaihingen, Germany

In two originals in the English language.

On *20 August 1982*

On *29 January 1982*

FOR GOVERNMENT OF NORWAY

SVERRE SKLETNES
Sverre Skletnes
Director General
Department of Material and Logistics
Royal Norwegian Ministry of Defence

FOR USEUCOM

HENRY H. HARPER
Henry H. Harper, MG, USA
Director of Logistics
Headquarters USEUCOM

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support Agreement or implementing arrangement, if any.

(2) Date of order.

(3) Country, ministry, department or command to be billed.

(4) Numerical listing of stock numbers or items, if any.

(5) Quantity and description of material and/or services requested.

(6) Quantity furnished.

(7) Unit of measurement.

(8) Unit price.

(9) Quantity furnished (as at 6), multiplied by unit price (as at 8).

(10) Currency of billing country.

(11) Total order amount expressed in currency of billing country.

(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.

(13) Payee to be designated on remittance.

(14) Designation and address of office to which remittance is to be sent.

(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document.

(16) Document number of order or requisition.

(17) Receiving organization.

(18) Issuing organization.

(19) Transaction type.

(20) Fund citation or certification of availability of funds when applicable under parties procedures.

(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.

(22) Signature, name, and title of authorized acceptance official.

(23) Additional special requirements, if any, such as transportation, packaging, etc.

(24) Limitation of government liability.

(25) Name, signature, date and title of official of supplying party who actually issues supplies or services.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Aviation: Transport Services

Agreement relating to the agreements of September 27, 1973 and December 15, 1977, as amended and extended.
Effected by exchange of notes
Dated at Belgrade March 17 and May 19, 1982;
With memorandum of understandings
Signed at Belgrade April 15, 1981;
Entered into force May 19, 1982;
Effective April 1, 1982.

The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

412840

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to inform that the Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia ratified, on 5 Feburary 1982, the Memorandum of Understanding referring to the Air Transport Agreement[1] and the Non-Scheduled Air Services Agreement[2] signed on 15 April 1981 in Belgrade.

It is proposed that the above Memorandum whose validity expires on 31 March 1982 be extended for a period of one year, i.e. until 31 March 1983. This Note and the Note of the Embassy to that effect will constitute an agreement between the Contracting Parties.

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, 17 March 1982

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

[1]TIAS 9364, 10126; 30 UST 2817; 33 UST 1517.
[2]TIAS 7819, 8305, 8972, 9460; 25 UST 659; 27 UST 2191; 29 UST 2772; 30 UST 4350.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

No. 120

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Federal Secretariat's Note of March 17 regarding the entry into force of the Memorandum of Understandings relating to the Air Transport Agreement and the Non-Scheduled Air Services Agreement, initialed on an ad referendum basis on April 15, 1981. The Federal Secretariat's Note also proposed that the Memorandum of Understandings be effective through March 31, 1983.

The Embassy has the honor to confirm that this Note and the Federal Secretariat's Note of March 17, 1982 shall constitute an agreement between our two Governments, bringing into force the attached Memorandum of Understandings. This Agreement shall enter into force on the date of this Note with effect from April 1, 1982 through March 31, 1983.

The Embassy avails itself of this opportunity to renew to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia the assurances of its highest consideration.

Embassy of the United States of America

Belgrade, May 19, 1982

MEMORANDUM OF UNDERSTANDINGS RELATING TO THE AIR TRANSPORT AGREEMENT AND THE NONSCHEDULED AIR SERVICES AGREEMENT

A. The following supplementary understandings will be applied in order to assure that the Air Transport Agreement reflects an equitable exchange of opportunities for the designated airlines of each Contracting Party, after taking into account the nature of the respective markets and the commercial access which each Party is prepared to make available to the other at this time:

1. Each designated airline of each Contracting Party shall continue to appoint a designated airline of the other Contracting Party as its general sales agent in the territory of that other Contracting Party. Additional designated airlines shall appoint a general sales agent in the territory of the other party. Each designated airline of Yugoslavia shall appoint a ground handling agent, subject to the approval of the United States aeronautical authorities, at points which it serves in the United States. Each designated airline of the United States shall continue to appoint Airport Belgrade and Airport Zagreb as ground handling agents in Yugoslavia.

2. The Federal Executive Council of the Assembly of the Socialist Federal Republic of Yugoslavia (hereinafter the competent Yugoslav authority) grants the designated airline(s) of the United States the following rights in respect to the sale of scheduled air transportation in Yugoslavia:

a. The right to sell scheduled air transportation on all of its worldwide services directly to any person for freely convertible currency using its own transportation documents and to convert and remit receipts for such sales to its home country.

b. The right to sell scheduled air transportation, through its Yugoslav travel agents, to Yugoslav citizens for Yugoslav currency using its own transportation documents for the following carriage: (1) on the direct services of the United States designated airlines between Yugoslavia and the United States, (2) on its services between any point in Europe and the United States, (3) on its services between Yugoslavia and any intermediate points served in Europe, (4) on services of any other airline from Yugoslavia to Frankfurt and London when connecting with United States designated airline services to the United States, provided that the designated airlines of Yugoslavia are unable to confirm such transportation and that such other airline(s) is permitted to sell these services to Yugoslav citizens for Yugoslav currency; this right shall be granted to a designated U.S. airline except during periods when it provides direct services between the United States and Yugoslavia, and (5) on the services of other United States airlines within the United States when connecting with United States designated airline services from Yugoslavia and intermediate points in Europe.

c. The right to sell scheduled air transportation directly and, at its discretion, through its agents, to Yugoslav citizens for Yugoslav currency using the transportation documents of the Yugoslav designated airline for the following carriage: (1) on the direct services of the United States designated airlines between Yugoslavia and the United States, (2) on their services between any point in Europe and the United States, (3) on their services between Yugoslavia and any intermediate points served in Europe, (4) on their services between Yugoslavia and countries which border on Yugoslavia and between Yugoslavia and Turkey, and (5) on the services of other United States airlines within the United States when connecting with United States designated airline services from Yugoslavia and intermediate points in Europe.

d. All other sales of scheduled air transportation by the United States designated airline(s) in Yugoslavia shall be made through the Yugoslav designated airline and Yugoslav travel agents using the transportation documents of its appointed general sales agent.

e. (1) In accordance with Yugoslav laws, regulations and standard IATA agency procedures, receipts from sales performed under subparagraph b. above by the United States designated airline's agents shall be submitted to the United States designated airline's account with the Yugoslav commercial bank.

(2) The sales reports and audit coupons shall be submitted directly to the United States designated airlines office in Yugoslavia. A copy of the original sales report and photostatic copies of the audit coupons shall be submitted to the above mentioned Yugoslav commercial bank.

(3) A copy of the sales report shall be also submitted by the United States designated airlines to the Yugoslav designated airline.

(4) Conversion into convertible currency of receipts from sales performed under subparagraphs b., c., and d. above shall be made by the Yugoslav designated airline and remitted to the account of the United States designated airline with the above mentioned Yugoslav commercial bank.

(5) It is understood that United States designated airlines may pay from their accounts with the Yugoslav commercial bank all of their expenses in connection with their operations in Yugoslavia. Revenues in excess of local expenses may be freely remitted to the home country as promptly as possible and with minimal restrictions.

(6) The designated airlines of both Contracting Parties and their general sales agents shall develop procedures to implement currency conversion and remittance consistent with the terms of this paragraph.

f. In no event shall the United States designated airline enjoy less favorable commercial opportunities in Yugoslavia than any other foreign airline.

3. (a) The Government of the United States grants the designated airline of Yugoslavia the right to sell scheduled air transportation on its own transportation documents directly and, at its discretion, through its agents in the United States on the following carriage: (1) on the direct services of the Yugoslav designated airline between the United States and Yugoslavia, (2) on its services between the United States and intermediate points stipulated in the Route Schedule, (3) on its services between the intermediate points stipulated in the Route Schedule and Yugoslavia, (4) on the services of U.S. airlines within the United States when connecting with Yugoslav designated airline services to intermediate points in the Route Schedule and Yugoslavia.

(b) The Government of the United States grants the designated airline of Yugoslavia the right to sell scheduled air transportation in the United States on all of its worldwide services directly and, at its discretion, through its agents, to any person using the transportation documents of its appointed general sales agent.

4. The designated airline of Yugoslavia shall enjoy the right to operate on its route:

a. Four (4) wide-bodied roundtrip frequencies per week to New York, and

b. By exemption authority, two (2) wide-bodied roundtrip frequencies per week to Chicago which may, at its discretion, also serve New York.

c. Additional frequencies, including extra sections, will be operated only following approval by the United States authorities. Requests for additional frequencies will be made by filing the proposed schedule with the United States aeronautical authorities at least 120 days but no more than 180 days before its proposed effective date, and the Yugoslav authorities will be informed of the decision made by the United States authorities no later than 60 days after the United States authorities receive the request. Requests for extra sections will be made by filing with the United States aeronautical authorities at least 15 days before the proposed date of operation.

5. During the consultations the two delegations, in addition to the above, agreed on the following:

(a) The United States delegation affirmed that Yugoslav airline(s) could perform public charters from United States territory;

(b) The United States delegation also affirmed that Yugoslav airline(s) could comingle charters within United States territory;

(c) The Yugoslav delegation affirmed that U.S. airline(s) could perform public charters from Yugoslavia provided that the charter contractor is a Yugoslav organization authorized to enter into such arrangements;

(d) The Yugoslav delegation also affirmed that U.S. airline(s) could comingle charters within Yugoslav territory.

6. The foregoing understandings and any other necessary matters will be reviewed in consultations between the Contracting Parties prior to March 31, 1982. If agreement to continue or to amend these understandings is not reached by that date, the Route Schedule attached to the Air Transport Agreement and the foregoing understandings will automatically terminate on that date.

B. During the review envisioned in paragraph 5 of Section A above, the Contracting Parties will discuss further the question of Yugoslav rights to operate permanent scheduled air services to Chicago.

C. The Contracting Parties agree to apply the understandings contained in this Memorandum provisionally from the date of signature of this Memorandum. This Memorandum shall enter into force on the date of an exchange of diplomatic notes[1] indicating that these understandings have been approved by the respective Parties in accordance with their constitutional requirements.

[2]
Chairman of the Delegation
of the Federal Executive
Council of the Assembly of
the Socialist Federal
Republic of Yugoslavia

[3]
Chairman of the Delegation
of the United States of America

April 15, 1981

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[1] See pp. 1730–1731.
[2] Avdo Zvonic.
[3] Richard W. Bogosian.

UNION OF SOVIET SOCIALIST REPUBLICS

Grains Agreement

Extending the agreement of October 20, 1975, as extended.
Effected by exchange of notes
Dated at Moscow August 4 and 20, 1982;
Entered into force August 20, 1982.

The American Embassy to the Soviet Ministry of Foreign Affairs

NO. MFA 89/82

The Embassy of the United States invites the attention of the Ministry of Foreign Affairs of the Union of the Soviet Socialist Republics to the agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on the supply of grain, signed on October 20, 1975 and extended on August 5, 1981[1] until September 30, 1982. The Embassy proposes that, in accordance with Article IX of the agreement, the agreement be further extended until September 30, 1983.

If the Government of the Union of Soviet Socialist Republics agrees to this proposal, the Embassy further proposes that this note and the Ministry of Foreign Affairs' concurring reply shall constitute a further extension of the agreement until September 30, 1983.

The Embassy of the United States of America,

Moscow, U.S.S.R., August 4, 1982

[1] TIAS 8206, 10237; 26 UST 2971; 33 UST 3357.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 65/осша

Министерство иностранных дел Союза Советских Социалистических Республик подтверждает получение ноты Посольства Соединенных Штатов Америки № МФА 89/82 от 4 августа 1982 г. нижеследующего содержания:

"Посольство Соединенных Штатов Америки обращает внимание Министерства иностранных дел Союза Советских Социалистических Республик на Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о поставках зерна, подписанное 20 октября 1975 г. и продленное 5 августа 1981 г. до 30 сентября 1982 г.

Посольство предлагает, чтобы в соответствии со статьей IX указанного Соглашения это Соглашение было продлено дополнительно до 30 сентября 1983 г.

Если Правительство Союза Советских Социалистических Республик согласно с этим предложением, Посольство предлагает, чтобы данная нота и ответ Министерства иностранных дел, содержащий такое согласие, означали дальнейшее продление этого Соглашения до 30 сентября 1983 г."

Министерству иностранных дел Союза Советских Социалистических Республик поручено сообщить о согласии с предложением Правительства США, как оно изложено в ноте Посольства. Таким образом нота Посольства Соединенных Штатов Америки и настоящая ответная нота означают дальнейшее продление до 30 сентября 1983 г. срока действия вышеупомянутого межправительственного Соглашения от 20 октября 1975 г.

Москва, "20" августа 1982 года

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
OF THE USSR

No. 65/dusa

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics acknowledges receipt of note No. MFA 89/82 of the Embassy of the United States of America, dated August 4, 1982, which reads as follows:

[For the English language text, see p. 1740.]

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics is under instructions to inform you of its concurrence with with the proposal of the U.S. Government, as set forth in the Embassy's note. Thus, the note of the Embassy of the United States of America and this reply shall constitute a further extension of the aforementioned intergovernmental Agreement of October 20, 1975, until September 30, 1983.

Moscow, August 20, 1982

[SEAL]

EMBASSY OF THE
UNITED STATES OF AMERICA,
Moscow

SRI LANKA

Trade in Textiles and Textile Products

Agreement amending the agreement of July 7, 1980, as amended.
Effected by exchange of letters
Signed at Washington August 20, 1982;
Entered into force August 20, 1982.

76-827 - 88 - 19

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Sri Lankan Ambassador

DEPARTMENT OF STATE

WASHINGTON, DC 20520

August 20, 1982

His Excellency
Ernest Corea
Ambassador of the Democratic Socialist Republic of Sri Lanka

EXCELLENCY:

I am writing with reference to paragraph 7 of the Agreement between the United States and Sri Lanka relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes July 7, 1980, as amended [1] ("the Agreement") and to discussions held between representatives of our two Governments concerning exports from Sri Lanka to the United States of products classified in textile categories 347 (men's and boys' cotton trousers), 445 and 446 (wool sweaters).

On behalf of my Government, I would like to propose that Annex B of the Agreement be amended to establish specific limits for categories 347 and 445/6 as follows:

Category	Period	Specific Limit
347	November 23, 1981–April 30, 1983	475,000 dozen
445/6	November 23, 1981–April 30, 1983	135,000 dozen

The provisions of paragraphs 5 and 6 of the Agreement shall not apply to categories 347 and 445/6.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

DENIS LAMB
Denis Lamb
Deputy Assistant Secretary for Trade and Commercial Affairs
Bureau of Economic and Business Affairs

[1] TIAS 9869, 10168, 10387; 3 UST 2667; 33 UST 2047; *ante*, p. 993.

The Sri Lankan Ambassador to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

From the Ambassador of Sri Lanka

My Ref: COM/TR/A

August 20, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and Business Affairs
Department of State
Washington D.C. 20520

Dear Mr. Lamb,

I have the honour to acknowledge receipt of the proposal contained in your letter dated 20th August 1982 which reads as follows:

" I am writing with reference to paragraph 7 of the Agreement between the United States and Sri Lanka relating to Trade in Cotton, Wool, and Man-Made Fibre Textile and Textile Products, with annexes effected by exchange of Notes July 7 1980, as amended ("the Agreement") and to discussions held between representatives of our two Governments concerning exports from Sri Lanka to the United States of products classified in textile categories 347 (men's and boys' cotton trousers), 445 and 446 (wool sweaters).

On behalf of my Government, I would like to propose that Annex B of the Agreement be amended to establish specific limits for categories 347 and 445/6 as follows:

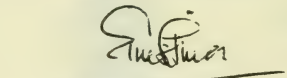
Category	Period	Specific Limit
347	November 23, 1981 - April 30, 1983	475,000 dozen
445/6	November 23, 1981 - April 30, 1983	135,000 dozen

The provisions of paragraphs 5 and 6 of the Agreement shall not apply to categories 347 and 445/6.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute and amendment to the Agreement."

On behalf of my Government I confirm that the proposal set out in your letter is acceptable to the Government of Sri Lanka, and that your letter and this letter of confirmation shall constitute an amendment to the Agreement.

Yours sincerely,



Ernest Corea
Ambassador.

GREECE

Shipping: Jurisdiction Over Vessels in United States Deepwater Ports

Agreement effected by exchange of notes
Dated at Athens May 7 and 12, 1982;
Entered into force May 12, 1982.

The American Embassy to the Greek Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 125

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,[1] and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of the Hellenic Republic and the personnel on board such vessels utilizing the Louisiana offshore oil port (Loop, Inc.), a Deepwater Port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such Deepwater Port, be subject to the jurisdiction of the United States and the Hellenic Republic on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of the Hellenic Republic that this agreement shall not apply to vessels registered in or flying the flag of the Hellenic Republic merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port. If the foregoing is acceptable to your Government, we have the honor to propose that this note, together with your reply thereto, shall constitute an agreement between our two Governments, to enter into force upon the receipt of your reply to that

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[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

effect, and to remain in force until terminated by six months' written notice by either party to the other.

The Embassy of the United States of America avails itself of its opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
ATHENS, *May 7, 1982.*

The Greek Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

No 4444.85/4/AS 330

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of the Embassy's Note No 125 dated May 7, 1982 the terms of which are as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974, and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of the Hellenic Republic and the personnel on board such vessels utilizing the Louisiana offshore oil port (Loop, Inc.), a Deepwater Port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall, whenever they may be present within the safety zone of such Deepwater Port, be subject to the jurisdiction of the United States and the Hellenic Republic on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and the Government of the Hellenic Republic that this agreement shall not apply to vessels registered in or flying the flag of the Hellenic Republic merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, we have the honor to propose that this note, together with your reply thereto, shall constitute an agreement between our two Governments, to enter into force upon the receipt of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other."

The Ministry of Foreign Affairs has the honor to state that the Greek Government agrees to this arrangement and will regard your note and this reply as constituting an agreement between our respective Governments on these matters .

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.-

Athens, May 12, 1982

To The Embassy
of the United States of America
91, Léoforos Vassilissis Sofias

En Ville

SOMALIA

Agricultural Commodities

Agreement signed at Mogadiscio July 11, 1979;
Entered into force July 11, 1979.
With minutes of negotiation.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE SOMALIA DEMOCRATIC REPUBLIC
FOR THE SALE OF AGRICULTURE COMMODITIES
UNDER PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Somalia Democratic Republic have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the March 20, 1978[2] Agreement, together with the following Part II:

Part II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1979	10,000	3.1
Soybean/Cottonseed Oil	1979	5,000	4.3
Wheat/Wheat Flour (grain equivalent basis)	1979	17,700	3.3
TOTAL			[10.7]

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

1. Initial Payment - None
2. Currency Use Payment - 5 percent - 104(a)
3. Number of Installment Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual installments
5. Due Date of First Installment Payment-10 years from date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9222; 30 UST 827.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement [Metric Tons]
Rice	1979	11,000
Edible vegetable oils and/or oil-bearing seeds (oil equivalent basis)	1979	5,400
Wheat/Wheat Flour (grain equivalent basis)	1979	19,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1979 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being utilized or imported.

B. For the purpose of Part I, Article III(a)(4) of the Agreement, the commodities which may not be exported are: for rice -- rice in the form of paddy, brown or milled; for soybean/cottonseed oil -- all edible vegetable oils, including soybean oil, peanut oil, sesame oil, sunflower oil, cottonseed oil, rapeseed oil, and any edible oil-bearing seeds from which edible oils are produced; and for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina or bulgar (or the same product under a different name).

Item V. Self-Help Measures:

A. In implementing these Self-Help Measures specific emphasis will be placed on contributing directly to development progress in poor rural

areas, and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Somali Democratic Republic agrees to:

1. Give top priority in its development programs having the goal of attaining self-sufficiency in the production of basic food crops, particularly grain and oil seeds.

2. Take appropriate measures to guarantee that farmers receive fair and adequate farm-gate prices for their output.

3. Increase credit facilities within the National Development Bank for Small Farmers in order to enable individuals and cooperatives to take advantage of new technologies, equipment and fertilizers.

4. Increase agricultural research and extension work within the Ministry of Agriculture, especially for those projects aimed at attaining self-sufficiency in food crop production. Seed improvement, multiplication and distribution for grains and oil seeds should be emphasized.

5. Continue the development by the Ministry of Public Works of the transport infrastructure, especially the feeder roads between the inter-riverine, bay and northwest farming areas, and the main roads providing access to the market centers.

6. Increase infrastructural and other services by the WDA and SDA to settlers and cooperative farmers in the established agricultural and fisheries projects including activities in irrigation, water conservation and expanded use of fertilizer.

7. Implement manpower-management and planning programs such as vocational-technical training within the agricultural sector.

8. Through State Planning Commission and the Ministry of Agriculture, in cooperation with appropriate national/international organizations, and the U.S. Government (namely USDA/AID), conduct an official review of the current supply distribution and trade data in the agricultural sector to determine completeness and validity for its utilization for economic development and related research analysis and projection for PL 480-type programming. Particular emphasis will be given to updating supply/demand and trade data required for commodities proposed for PL 480 programming.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used:

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

1. The following self-help measures set forth in Item V of the Agreement:

   a. Increase infrastructure and other services to settlers in agriculture and fisheries settlements.

   b. Implement manpower-management and planning programs.

2. The following other projects/programs:

   a. Agriculture Production/Extension Projects

   b. Rural Water Projects

   c. Health Projects

d. Settlement Housing Projects

e. Women-Related Projects

f. Fisheries Development

B. The projects/programs identified under VI, A above will directly benefit the needy in the following ways:

1. Agricultural Production/Extension projects will assist in providing agricultural services, commodities and implements for small-scale farmers in the inter-riverine, bay and northwest farming areas. Similar assistance will be provided settlers in the six established Agricultural and Fisheries Settlement projects. Approximately 300,000 small farmers are expected to benefit. The principal objectives are to increase agricultural cereal and oil seed production to achieve near self-sufficiency in the early 1980s and to help raise rural incomes.

2. Rural Water projects will provide potable water for rural families and increased supplies for animals. This is a major problem for all rural Somalis who must eke out a living in this semi-arid land. Present wells are insufficient both in terms of quantity and quality and the rivers are infested with shistisomiasis. Rural water projects will not only have a beneficial effect on health and sanitary conditions, especially for children, but will also improve the overall quality of life of rural inhabitants. The program will complement but not be limited to other projects outlined in this section.

3. Health projects envisaged are part of a country-wide program to extend primary health care services to the rural farming and nomadic populations. The program will involve the training of rural health workers, the construction of small rural dispensaries, some larger rural health clinics, and the provision of supplies and equipment in support of the dispensaries and clinics. The principal groups to benefit from the expanded health services will be the rural and nomadic populations who have limited access to primary health care. The program will give emphasis to addressing problems of communicable diseases, maternal child health care, nutrition and sanitation. Many of the dispensaries and clinics will be centered in the agricultural areas identified in VI,B,1. At the conclusion of this country-wide program, which will take a number of years to complete, approximately 2.0 million persons are expected to receive primary health services.

4. Settlement housing projects will provide low-cost housing for resettled drought victims. The program will assist in replacing temporary shelters with permanent structures in the agriculture and fisheries settlement projects, beginning in Kurtunwaare. These resettled people have given up their previous nomadic way of life, and with few or no belongings or livestock, they are attempting to establish economically viable food producing settlements. The housing to be constructed is being designed in conjunction with these settlers to assure that acceptable housing is constructed at a low price.

5. Women-related projects take into consideration any effort in which females are the primary beneficiaries. This may include assistance in home gardening, home economics, craft production, textile design and production and women groups and centers.

6. Fisheries Development projects are an area of monetary gain to increasing numbers of coastal villages and towns inhabited by resettled nomads. The program includes renovation and expansion of present facilities and other local cost elements required to improve capabilities in this sector. With 15,000 drought-striken nomads, as well as numerous other villagers depending on fishing as the sole means of economic improvement, the potential of developing this industry along Somalia's lengthy coastline is one of considerable importance for the country. Besides providing incomes, increased fish production will improve nutritional standards of those not only dependent upon fishing for a livelihood but also other consumers throughout the country. Also the fishing sector is one of the few areas that has the potential that may develop into a source of foreign exchange.

7. The programs described above are presently in the planning stage and will be subject to modification during implementation.

C. In addition to the report required by Part I, Article II,F of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Items VI,A above. Such reports shall be made by the importing country within six months

following the last delivery of commodities in the first calendar year of the Agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI, A above.

PART III - FINAL PROVISIONS

A. This Agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the Agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at Mogadiscio in duplicate, this 11th day of July, 1979.

For the Government of the
Somalia Democratic Republic

Ahmed Mohamed Mohamoud
Chairman
National Economic Committee

Date
11/7/79

For the Government of the
United States of America

Donald K. Petterson
United States Ambassador
to Somalia

11 July 1979
Date

MINUTES OF THE NEGOTIATING MEETING
BETWEEN THE PARTIES TO THE PROPOSED
PL 480 TITLE I FY 1979
AGRICULTURAL COMMODITIES SALES AGREEMENT

Date: 19 June 1979

Place: Central Bank of Somalia, Mogadiscio, Somalia

Attending: Dr. Mohamed Yusuf Weirah
Minister of Finance

Ahmed Mohamed Nur
Director of Budget, Ministry of Finance

Mohamed Mohamoud Noor
Director General, Central Bank of Somalia

Ali Mohamed Ibrahim
Assistant Director General, Central Bank of Somalia

Charles P. Campbell
Director, USAID/Somalia

H. Peters Strong
Regional PL 480 Officer

The purpose of the meeting was the negotiation between representatives of the Government of the Somalia Democratic Republic (GSDR) and of the Government of the United States of America (US) for a US Fiscal Year 1979 agricultural commodity sales agreement for $10.7 million under the U.S. Government Public Law 480 Title I program. The commodities proposed by the US negotiating team were: rice, approximate maximum quantity 10,000 MT with maximum export market value of $3.0 million; corn/sorghum, approximate maximum quantity 10,000 MT with maximum export market value of $1.4 million; soybean/cottonseed oil, approximate maximum quantity 5,000 MT with maximum

export value of $4.0 million; and wheat/wheat flour, grain equivalent basis, approximate maximum quantity 14,000 MT with maximum export market value of $2.3 million. The maximum market value of all commodities proposed is $10.7 million.

1. The GSDR negotiating team advised the US negotiating team that due to rapidly increasing nationwide demand/consumption of rice due to increased employment and family income plus extensive livestock marketing for cash by pastoralists, the GSDR respectfully requests that the rice to be purchased under the agreement be increased by approximately 4,666 MT maximum quantity with a maximum export market value of $1.4 million with a decrease of 10,000 MT corn/sorghum with a maximum export market value of $1.4 million. The GSDR negotiating team further advised the US negotiating team that rice imports under the agreement at this point in time would have least effect on the country's increased efforts to increase domestic food grain production, e.g. corn. The US negotiating team replied that the team would support the GSDR request and seek US approval from Washington and subsequently advise the GSDR negotiating team.

2. The US negotiating team explained that:

   A. Upon signing of the Agreement that the GSDR should act expeditiously in all matters pertaining to the purchase and delivery of the commodities under the agreement in order to comply with the supply period of the agreement which is US Fiscal Year 1979 or October 1, 1978 through September 30, 1979.

B. Reporting is an important and integral part of the agreement. Compliance reporting is required quarterly starting with the supply period of the agreement; reporting on progress in meeting self-help requirements and the utilization of the sales proceeds is required annually'

C. If the GSDR nominates a purchasing and/or shipping agent to procure commodities or arrange ocean transportation, the GSDR will notify the U.S. Department of Agriculture (USDA) in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. The nomination of purchasing and/or shipping agents is to be approved by USDA;

D. Commissions, fees or other payments to selling agents are prohibited in the purchase of food commodities under the agreement;

E. Purchases of commodities under the agreement will be made on the basis of invitation for bids publicly advertised in the United States and on the basis of bid offering which comply to the invitation to bid. Bid offerings must be received and publicly opened in the United States. All awards under invitations to bid will be consistent with open, competitive and responsive bid procedures;

F. At least 50% of the commodities purchased under the agreement must be shipped on U.S. flag vessels, if available at fair and reasonable rates;

3. The GSDR negotiating team asked if the ocean freight costs could be obtained on a grant or concessional financing basis. Following consultation with Washington, the US negotiating team replied that ocean transportation costs must be met by the GSDR. However, the US will reimburse the GSDR for the ocean freight differential as stated in the agreement, Part I, Article I, F.

4. The US negotiating team was informed that the National Trading Company (ENC) was responsible for, inter alia, the receipt, handling and distribution of rice, wheat flour and vegetable oil imports. In coordination with local governments, ENC allocated and distributed these food commodities to regional ENC warehouses (approximately 16). Local governments acting in committee allocated ENC commodities to retail outlets, primarily private. Prices with reasonable margins are controlled by GSDR and are published. Retail prices and selling practices are policed. Wheat flour and vegetable oil retail sales may require subsidization on basis CIF price while rice is priced at retail without subsidy. Private traders are permitted to compete within defined legal limits. Illegal imports and marketing in food commodities are met with fines and possible imprisonment.

5. The GSDR negotiating team agreed that it would relay to its Embassy in Washington (1) all instructions, information and authority necessary to enable timely implementation of the agreement, including commodity specifications, (2) contracting and delivery periods, (3) names and addresses of banks handling transactions, (4) authority to request and sign purchase authorizations and other necessary documents, (5) complete

instructions regarding arrangements for purchasing and/or shipping agents, if applicable, and (6) instructions to contact the Program Operations Division, Office of the General Sales Manager, U.S. Department of Agriculture, regarding the foregoing.

6. The GSDR negotiating team were advised to ensure that operable letters of credit for both commodity and freight will be opened and confirmed by designated U.S. banks immediately after contracting under each PA and before vessels arrive at leading port. The negotiators for the GSDR were also advised that commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and freight supplier are not available at time of loading, causing costly claims by vessel owners. Delays in opening letters of credit result in higher commodity prices and freight rates.

7. It was understood that U.S. Mission representatives will have continuous access to receiving, storage and distribution points for PL 480 Title I commodities.

INITIALED:

For the Government of the Somali Democratic Republic:

Name

for Title: Minister of Finance

11/7/79
Date

For the Government of the United States of America:

Charles P. Campbell
Name

Title: USAID Director

Date July 11, 1979

PAKISTAN

Defense: Security of Military Information

Agreement effected by exchange of notes
Dated at Islamabad April 6 and June 21 and 24, 1982;
Entered into force June 24, 1982.

The American Embassy to the Pakistani Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 381

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the proposed text of a General Security of Military Information Agreement attached to this Note.

Our request to negotiate a General Security of Military Information Agreement with Pakistan at this time reflects our desire to harmonize the military relationship between our two countries. It is also required under the agreements recently signed by our two governments for the provision of highly sophisticated military equipment and classified information, and would be required in the event of the acquisition of additional equipment of a similar nature. We view the proposed agreement as complementary to the U.S.-Pakistan 1954 Mutual Defense Assistance Agreement.[1]

The purpose of the General Security of Military Information Agreement is to establish the intent of the Government of the United States of America and the Government of Pakistan to protect the other country's classified military information. If the proposed text is agreeable to the Government of Pakistan, the Government of the United States of America proposes that this Note and your reply to that effect shall constitute a General Security of Military Information Agreement between our two countries effective the date of your reply.

[1] Signed May 19, 1954. TIAS 2976; 5 UST 852.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

The Embassy of the United States of America

Islamabad, April 6, 1982

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT

PROPOSED TEXT

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

A. The recipient government will not release the information to a third government or any other party without the approval of the releasing government;

B. The recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

C. The recipient government will not use the information for other than the purpose for which it was given; and

D. The recipient will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this agreement classified military information is that official military information or material which, in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product, or substance on, or in which, information may be recorded or embodied. Material shall emcompass everything regardless of its physical character or makeup including but not limited to documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an industrial security arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.[1]

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. A. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

B. Prior to the release to a contractor or prospective contractor of any classified military information required from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

[1] See p. 1771.

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities;

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate Department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged.[1] The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subjected to reimbursement.

[1] See p. 1771.

The Pakistani Ministry of Foreign Affairs to the American Embassy

بسم الله الرحمن الرحيم

Ministry of Foreign Affairs
Islamabad

No.SS(P)/34/82 21 June 1982

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America in Islamabad and has the honour to refer to the Note Verbale of the Embassy No.381, dated April 6, 1982, in regard to the proposed text of a General Security of Military Information Agreement between Pakistan and the United States of America.

2. The Government of Pakistan have carefully studied the text of the proposed agreement and would like to convey to the Government of the United States of America that the text is acceptable, subject to the following modifications:

i) Article 6 should read as follows:

"Each Government will permit security experts of the other Government to visit its territory, when mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other Government. Each Government will assist such experts in determining whether such information provided to it by the other Government is being adequately protected."

ii) The following sentence should be deleted from Article 8-B(6):

"Blanket authorization for visits over extended period may be arranged."

3. The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF FOREIGN AFFAIRS PAKISTAN ISLAMABAD

Embassy of the United
States of America,
Islamabad

The American Embassy to the Pakistani Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 761

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to inform the Ministry that the modifications suggested in the Ministry's Note No. SS (P)/34/82 dated June 21, 1982 to the text of the General Security of Military Information Agreement contained in the Embassy's Note No. 381 dated April 6, 1982 are acceptable to the Government of the United States of America.

The Embassy of the United States of America herewith confirms that our Note No. 381 dated April 6, 1982 and the Ministry of Foreign Affairs' Note No. SS (P)/34/82 dated June 21, 1982 constitute a General Security of Military Information Agreement between our two countries and that this Agreement entered into effect on June 24, 1982.

The Embassy avails itself of this opportunity to renew to the Ministry the assurances of its highest consideration.

The Embassy of the United States of America
Islamabad, June 24, 1982

CANADA

Atomic Energy: Radioactive Waste Management

Agreement signed at Ottawa August 25, 1982;
Entered into force August 25, 1982.

THIS AGREEMENT made in duplicate this 25th day of August, 1982.

BETWEEN:

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
(of the first part)

- and -

ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE ATOMIQUE DU CANADA LIMITEE
(of the second part)

RESPECTING: "COOPERATION IN RADIOACTIVE WASTE MANAGEMENT"

WHEREAS the Department of Energy of the United States of America (DOE) and Atomic Energy of Canada Limited - L'Energie atomique du Canada, Limitée (AECL) hereinafter referred to as the Parties, wish to enter into an agreement for cooperation in the area of radioactive waste management;

AND WHEREAS the Parties wish such arrangement to supersede the Memorandum of Understanding between the U.S. Energy Research and Development Administration (later DOE) and AECL relating to information in the nuclear field, dated September 8, 1976 [1] and extended by agreement of the two Parties;

NOW THEREFORE the Parties agree as follows:

1. OBJECTIVES OF COOPERATION

Cooperation under this Agreement shall be directed towards a study of mutually agreed topics associated with the management of radioactive waste, and related activities of the nuclear fuel cycle.

[1] TIAS 8778; 28 UST 8977.

2. FIELDS OF COOPERATION

The fields of cooperation covered by this Agreement may include:

1. Preparation and packaging of radioactive wastes.
2. Decontamination and decommissioning.
3. Surface and subsurface storage.
4. Characterization of geologic formations.
5. Disposal in geologic formations.
6. Transportation requirements.
7. Operational considerations.
8. Environmental and safety considerations.
9. Public acceptance issues.

Other fields of cooperation may be added by mutual written agreement.

3. FORMS OF COOPERATION

Cooperation in accordance with this Agreement may include, but is not limited to the following forms:

1. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.

2. Organization of, and participation in, seminars and other meetings on specific agreed topics in the fields listed in clause 2.

3. Exchange of samples, materials, and equipment for testing.

4. Exchange of scientists, engineers and other specialists for agreed periods for participation in agreed research, development, analysis, design and experimental activities conducted in research centers, laboratories, engineering offices and other facilities and enterprises of each of the Parties or its contractors. Such exchanges of staff shall be in accordance with clause 8 of this Agreement.

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5. Joint projects in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of a separate agreement pursuant to clause 5 of this Agreement.

Other specific forms of cooperation may be added by mutual written agreement.

4. MANAGEMENT

1. To supervise the execution of this Agreement, the Parties shall each name a Principal Coordinator. As deemed necessary, the Principal Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status and plans, an assessment of the balance of exchanges among the various fields of cooperation listed in clause 2, and a consideration of measures required to correct any imbalance. These meetings shall be held alternately in Canada and the United States.

2. The Principal Coordinators shall consider and act on any major new proposals for cooperation. When such proposals involve a new field of cooperation, clause 2 of the Agreement shall be modified accordingly after assessment and agreement, in writing, of the Principal Coordinators.

3. For day-to-day implementation of this Agreement, the Principal Coordinators shall each designate Technical Coordinators to oversee the cooperation under this Agreement. The Technical Coordinators shall agree on specific programs of cooperation in their respective fields as described in clause 2 within policy guidelines set by the Principal Coordinators. The Technical Coordinator or his designee shall be responsible for the working contacts between the Parties in his respective field of cooperation.

5. SUBSIDIARY AGREEMENTS

With respect to each joint project of the type contemplated by clause 3.5, a Subsidiary Agreement shall be executed by the Parties. Each Subsidiary Agreement shall include detailed provisions for carrying out the cooperative program or project and shall cover, as appropriate, such matters as technical scope, exchange of proprietary information, management of the cooperation, patents, exchange of equipment, total costs, cost sharing between the Parties, project schedule and information disclosure specific to the particular joint project. Clauses 6, 7, 8, 12, 13, 14, 15, 16, 17 and 18 of this Agreement shall be applicable to any such Subsidiary Agreement, unless the Parties otherwise agree in writing in the Subsidiary Agreement.

6. FINANCE

Except when otherwise specifically agreed at the time, in writing, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

7. DISCLAIMER

Information transmitted by one Party to another Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or

application by a receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of each Party. No Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by a Party or by any third party.

8. ASSIGNMENTS AND EXCHANGES OF PERSONNEL

1. Each Party may, at its own expense, observe test activities and analytical work of the other Party. Such observation may be exercised by short term visits or by the attachment of staff, subject to the prior agreement of the receiving Party on each occasion.

2. Whenever an attachment of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

3. The Parties will prepare agreements for attachment as may be necessary in conjunction with work assignments under this Agreement.

4. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff.

5. Each Party shall pay for the travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

6. The host Party shall arrange for accommodations for the attached staff (and their families) of the other Party on a mutually agreeable reciprocal basis.

7. The host Party shall provide all necessary assistance to the attached staff (and their families) of the other Party regarding administrative formalities, such as travel arrangements, etc.

8. The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed to in a separate staff attachment agreement.

9. The Party proposing an attachment shall notify the receiving Party of the name of the persons proposed for the attachment and shall provide such information respecting any of the said persons as may be required by the receiving Party.

9. INFORMATION

1. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information and to the provisions of clauses 10 and 11.

2. Use of Proprietary Information

Definitions as used in this Agreement:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement;

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and shall only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

3. Procedures

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked by the providing Party with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated_____ between the United States Department of Energy and Atomic Energy of Canada Limited and shall not be disseminated outside these organizations, their contractors, and the concerned departments, and agencies of Governments of the U.S. and Canada without prior approval of_____.

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:

a) persons within or employed by the receiving Party, and other concerned Government departments and Government agencies in the country of the receiving Party; and

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's nation, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any such proprietary information shall be disseminated on a need-to-know basis pursuant to an agreement of confidentiality, shall be marked with the restrictive legend substantially identical to that appearing in subparagraph 3(i) above, and shall not be used for commercial purposes without the consent of the originating Party.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its policies, regulations and laws.

4. Each Party shall exercise its best efforts to ensure that proprietary information received by it under this Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this clause, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

5. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff, use of facilities and joint projects shall be treated by the Parties according to the principles specified in this clause; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

6. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

10. INVENTIONS OR DISCOVERIES

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement:

a) If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists:

(1) The Recipient Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, its Government, and its nationals designated by it, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

(2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable, royalty-free license to the Recipient

Party, its Government, and its nationals designated by it, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

b) If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title, and interest in and to such invention or discovery in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in all countries, in and to any such invention or discovery and any patent application, patent or other protection relating thereto.

c) With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Recipient Party as set forth in paragraph 1 a)(1) above and the Sending Party shall have the same rights as the Assigning Party as set forth in paragraph 1 a)(2) above to any inventions or discoveries which are improvements to such samples, materials, instruments or components.

d) With regard to other specific forms of cooperation pursuant to clause 3.5, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting

from such cooperation. In general, however, each Party should normally own the rights to such inventions or discoveries in its own country with a non-exclusive, irrevocable, royalty-free license to the other Party, its Government, and its nationals designated by it, and the rights to such inventions or discoveries in other countries should be agreed by the Parties on an equitable basis.

2. Each Party shall take all necessary steps to provide the cooperation of inventors and authors for the purposes of carrying out the provisions of this Agreement.

3. Each party shall be responsible for payment of awards or compensation due citizens of its own country under its relevant legislation.

11. COPYRIGHTS

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of clause 9 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

12. EQUIPMENT

Each Party agrees that in the event equipment is to be exchanged or supplied by one Party to the other Party, the following provisions shall apply covering the shipment and use of the equipment:

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the associated specifications and technical and informational documentation.

2. The equipment, spare parts, and documentation supplied by the sending Party shall remain the property of the sending Party and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.

3. The host establishment shall provide the necessary premises and shelter for the equipment, and shall provide for electric power, water, gas, etc., in accordance with technical requirements which shall be as mutually agreed upon.

4. Responsibility for expenses, safekeeping and insurance during the transport of the material from the original location in the country of the Sending Party to the place of entry in the country of the Receiving Party shall rest with the Sending Party. If the Sending Party elects to have the material returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the original point of entry in the Country of the Receiving Party to the final destination in the country of the Sending Party.

5. Responsibility for expenses, safekeeping, and insurance during the transport of the material from the place of entry in the country of the Receiving Party to the final destination in the country of the Receiving Party shall rest with the Receiving Party. If the Sending Party elects to have the material returned, the Receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the material from the final destination in the country of the Receiving Party to the original point of entry in the country of the Receiving Party.

6. The equipment provided by the Sending Party for carrying out mutually agreed-upon activities shall be considered to be scientific, not having a commercial character.

13. SAMPLES AND MATERIALS

The Parties agree that in the event samples or materials are provided by one Party to the other Party, the following provisions shall apply with respect to the transportation and use of such samples and materials:

1. Unless otherwise agreed by the Parties prior to delivery, all samples and materials provided by the Sending Party to the Receiving Party shall become the property of the Receiving Party upon delivery, and shall not be returned to the Sending Party.

2. Where one Party requests that a sample or material be provided by the other Party, the Party making the request shall bear all costs and expenses associated with the transportation of the sample or material from the location of the Sending Party to the final destination.

3. Each Party shall promptly disclose to the other Party all information arising from the examination or testing of samples or materials exchanged under this Agreement. The Parties agree that proprietary information as defined in clause 9.2 which was developed prior to or outside the scope of this Agreement, shall remain proprietary even though it is contained in the results of an examination or testing of samples or materials. Such information shall be identified as proprietary information by the Party asserting its proprietary nature as soon as possible after disclosure of all information arising from the examination or testing is made to such Party and the other Party shall be immediately advised of that identification. All information identified as proprietary information shall be controlled as provided under clause 9.3. It is further understood and agreed that one Party providing samples or materials to the other Party may also provide a partial or complete list of the types of information which will arise from the examination or testing of such samples or materials and which is proprietary as defined in clause 9.2 and all such proprietary information is to be controlled as set out in clause 9.3.

14. APPROPRIATED FUNDS

The ability of the Parties to carry out their obligations under this Agreement is subject to the availability of appropriated funds.

15. LAWS AND REGULATIONS

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

16. LEGAL RESPONSIBILITY

The Parties shall use all reasonable skill and care in carrying out their duties under this Agreement in accordance with all applicable laws and regulations.

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

17. DURATION

1. It is understood and agreed by the Parties that the duration of this Agreement is five years from the date of signature of both Parties and that this Agreement may be amended or extended by written agreement of each of the Parties.

2. All joint efforts and experiments not completed at the expiration of this Agreement may be continued until their completion under the terms of this Agreement.

3. In the event that, during the period of this Agreement, the nature of either Party's radioactive waste management program should change substantially, whether this be by expansion, reduction or transformation, or by amalgamation of major elements with the radioactive waste management program of a third Party, either Party shall have the right to request revisions in the scope and terms of this Agreement.

18. TERMINATION

This Agreement and any annex hereunder may be terminated at any time at the discretion of either Party upon six months advance notification in writing by the Party seeking to terminate the Agreement or annex. Such termination shall be without prejudice to the rights that may have accrued under this Agreement or annex to either Party up to the date of the termination.

DONE AT OTTAWA this 25th day of August, 1982.

FOR THE UNITED STATES DEPARTMENT OF ENERGY:

[1]

[2]

FOR ATOMIC ENERGY OF CANADA LIMITED - L'ENERGIE ATOMIQUE DU CANADA, LIMITEE:

[3]

[4]

[1] Paul H. Robinson.
[2] Henry E. Thomas.
[3] Robert Despres.
[4] A. J. Mooradian.

CHILE

Scientific Cooperation in the Earth Sciences

Memorandum of understanding signed at Reston and Santiago August 2 and 26, 1982;
Entered into force August 26, 1982.

CI-1

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
U.S. DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
SERVICIO NACIONAL DE GEOLOGIA Y MINERIA
REPUBLIC OF CHILE
FOR
SCIENTIFIC COOPERATION IN THE EARTH SCIENCES

ARTICLE I. Scope and Objectives

The Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the USGS), and Servicio Nacional de Geologia y Mineria of the Republic of Chile (hereinafter referred to as SERNAGEOMIN), have agreed to enter into a program of scientific cooperation concerning earth resources and geological phenomena in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

This Memorandum will be carried out pursuant to the terms of the Technical Cooperation Understanding between the United States of America and Chile signed at Santiago on January 16, 1951, and any amendments thereto;[1] and subject to the laws and regulations in each country.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of the USGS and SERNAGEOMIN (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena.

[1] TIAS 2403, 2627, 2704; 3 UST 390, 4697, 5136.

For cooperation requested by SERNAGEOMIN that extends into subjects outside the scope of the USGS, the USGS may, with the consent of SERNAGEOMIN and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities.

SERNAGEOMIN may, with the consent of the USGS, include the participation of other organizations of Chile in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Cooperative Activities

Forms of cooperative activities under this Memorandum may consist of exchanges of technical information, exchange visits, cooperative research between scientists of the Parties engaged in research disciplines of mutual interest within the scope of programs of the Parties, and other forms of cooperative activities as are mutually agreed. Specific areas of cooperation may include, but are not limited to, mineral resource assessments, stratigraphic and structural studies, data systems, mineral exploration methodology, remote sensing applications for geologic mapping and mineral resources studies, geothermal and related volcanic phenomena, marine geologic processes, and structure of the Pacific continental margin.

ARTICLE III. Sources of Financing

Cooperative activities under this Memorandum will be subject to and dependent upon the financial support and manpower available to the Parties. The terms of financing will be agreed upon by the Parties before the commencement of activities.

ARTICLE IV. Rights in Information, Data, and Innovations

All scientific, technical, and development information and data used in or derived from work performed pursuant to this Memorandum or any Annex hereto (hereinafter referred to as the "subject work") shall be freely exchanged between the Parties, and except for such information and data that are identified by a Party as requiring protection for its national security or interest, or are otherwise susceptible to protection as its proprietary data, either Party, after consultation with the other Party, may at its discretion and subject to its national laws, publish the information and data. Any excepted information and data of a Party shall be held confidential by the other Party, but with the written permission of the protected Party, may be made available by the other Party in accordance with its national laws. Unless the Parties mutually agree to the contrary, no information and data shall be subject to copyright protection in the United States of America.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually agreed by the Parties, will review the activities under this Memorandum.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including, as appropriate, details concerning financial arrangements shall be confirmed in writing between the Parties. Any activity involving more than the exchange of technical information or exchange visits of individuals shall be described in an Annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and an Annex hereto, the terms of this Memorandum shall govern.

ARTICLE VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years. It may be modified or extended by the written agreement of the Parties, and may be terminated at any time by either Party upon ninety (90) days' written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of proejcts under this Memorandum which are initiated prior to such termination.

Geological Survey of the
Department of the Interior
of the United States of America

Signature

Dallas L. Peck
Name

Director, U.S. Geological Survey
Title

AUG 2 1982
Date

Servicio Nacional de Geologia y
Mineria of the Republic of Chile

M. Teresa Cañas P.
Signature

~~MARIA TERESA CAÑAS PINOCHET~~
Name

Directora Nacional Servicio Nacional de
Title Geología y Minería.

, Ago. 26, 1982
Date

JAPAN

Energy: Research and Development

Arrangement implementing the agreement of May 2, 1979.
Signed at Tokyo May 7, 1982;
Entered into force May 7, 1982.

IMPLEMENTING ARRANGEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE AGENCY OF INDUSTRIAL SCIENCE AND TECHNOLOGY OF JAPAN IN THE FIELD OF SOLAR ENERGY

WHEREAS

The Government of the United States of America and the Government of Japan have signed an Agreement on Cooperation in Research and Development in Energy and Related Fields, dated May 2, 1979;[1]

Article IV of the above Agreement provides that implementing arrangements specifying the details and procedures of cooperative activities will be made between the two Governments or their agencies, whichever is appropriate;

The United States Department of Energy (DOE) and the Agency of Industrial Science and Technology (AIST) of Japan, hereinafter called the Parties, wish to establish such an implementing arrangement for cooperation in the field of solar energy;

In their pursuit of bilateral cooperation under this Implementing Arrangement, (hereinafter referred to as "Arrangement"), the Parties agree to take into consideration those multilateral cooperative activities in the field of solar energy in which their respective governments participate, such as those under the aegis of the International Energy Agency.

It is agreed as follows:

ARTICLE 1

The objective of cooperation under this Arrangement is to establish, for the mutual benefit of the Parties, a balanced exchange of solar energy technology. The areas and forms of cooperation are listed under Articles 2 and 3, respectively.

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[1] TIAS 9463; 30 UST 4365.

ARTICLE 2

1. The areas of initial cooperation in the field of solar energy covered by this Arrangement may include:

a. Solar Thermal Power Systems
b. Photovoltaic Power Systems
c. Solar Heating, Cooling and Hot Water Supply Systems

2. Areas of possible future cooperation, when mutually agreed to by the Parties, may include:

a. Ocean Energy Systems
b. Conversion of Biomass to Useful Forms of Energy
c. Wind Power Systems

3. Other areas of cooperation may be added by mutual agreement.

ARTICLE 3

Cooperation under this Arrangement may include, but is not limited to, the following forms:

1. Exchange of scientific and technical information, and results and methods of research and development.

2. Organization of seminars and other meetings on agreed topics covering problems of research and development in the areas enumerated in Article 2, in a manner agreed to by the Joint Coordinating Committee (Article 4).

3. Short survey visits by individuals or specialist teams to the solar energy facilities of the other Party. Such teams shall generally consist of no more than five members for each of the areas of cooperation listed in Article 2. Visits of up to two weeks duration shall generally be made alternately to Japan and the United States. The itinerary for each such visit shall be prepared by the receiving Party, taking into account requests by the sending Party for visits to specific persons, laboratories and facilities. Each such visit shall include one day of seminars in which the visiting team shall report on its Party's solar energy research activities. The receiving Party may invite additional participants to attend the one-day seminars.

4. Exchange of materials, instruments, and components for testing.

5. Exchange of scientists, engineers, and other specialists for participation in agreed research, development, analysis, design and experimental activities conducted in scientific centers, laboratories, engineering offices and solar energy facilities of each of the Parties or its contractors for agreed periods.

6. Joint undertakings in the form of experiments, tests, design analysis or other technical collaborative activities, including joint use of each Party's solar test facilities and measurement equip-

ment, and the testing of each Party's equipment in the solar test facilities of the other Party.

Other specific forms of cooperation may be jointly agreed by the Parties and approved by the Joint Coordinating Committee (Articles 4 and 5).

ARTICLE 4

1. To supervise the execution of this Arrangement a Joint DOE/AIST Coordinating Committee in the Field of Solar Energy shall be established. The Joint Coordinating Committee shall consist of up to ten members, half of whom shall be appointed by each Party. This Committee shall meet each year, alternately in the United States and in Japan, or at other agreed times and places. The Head of the Delegation of the Receiving Party shall act as Chairman during meetings of the Committee.

2. At its meetings, the Joint Coordinating Committee shall evaluate the status of cooperation under this Arrangement. This evaluation shall include an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2 and, if necessary, a consideration of measures required to correct any imbalances.

3. For periods between meetings of the Joint Coordinating Committee, each Party shall nominate one person to act on its behalf in all matters concerning cooperation under this Arrangement.

4. For the detailed management of the cooperation, each Party shall appoint one or more "Correspondents" for each of the areas listed in Article 2, paragraph 1. The Correspondents shall be responsible for the working contacts between the Parties in their respective areas of cooperation. The Correspondents shall agree on specific programs of cooperation in their respective areas, within guidelines and policy set by the Joint Coordinating Committee. At each meeting of the Joint Coordinating Committee, the Correspondents shall report on their cooperative activities since the previous meeting of the Joint Coordinating Committee, and shall propose for acceptance a program of cooperation for the next twelve months.

ARTICLE 5

1. Major new proposals for cooperation proposed by either of the Parties shall be reviewed, if deemed sufficiently important, by either the Joint Coordinating Committee or by the respective Heads of Delegations of the Joint Coordinating Committee.

2. Where it is decided by the Parties that a cooperative program or project under this Arrangement should be subject to a formalized specific memorandum of agreement executed by both Parties, such specific memorandum of agreement shall cover all detailed provisions for implementing such cooperative program or project, including such matters as patents, exchange of equipment, and information disclosure specific to the particular program or project.

ARTICLE 6

1. The Parties shall exchange, as agreed on a mutually beneficial basis, scientific and technical information, documents and results of research and development related to work carried out under this Arrangement. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them, from the technical areas described in Article 2.

2. Seminar proceedings and reports of joint programs carried out under this Arrangement shall be published as joint publications, as mutually agreed by both Parties.

3. Both Parties agree that information developed or exchanged under this Arrangement may be given wide distribution. Such information, except as noted in paragraphs 4 and 5 of this Article, may be made available to the public by either Party through customary channels and in accordance with normal procedures of the Parties.

4. It is recognized by both Parties that in the process of exchanging information, or in the process of other cooperation, the Parties may provide to each other "industrial property of a proprietary nature". Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder, but acquired by either Party prior to, or outside, the course of these activities, and which bears a restrictive designation, shall be respected by the receiving Party and shall not be used for commercial purposes or made public without the consent of the transmitting Party. Such property is defined as:

a. of type customarily held in confidence by commercial firms;

b. not generally known or publicly available from other sources;

c. not having been made available previously by the transmitting Party or others without an agreement concerning its confidentiality; and

d. not already in the possession of the receiving Party or its contractors.

5. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of solar energy programs in the receiving country. Its dissemination shall, unless otherwise mutually agreed, be limited as follows:

a. to persons within or employed by the receiving Party, and to other concerned Government agencies of the receiving Party; and

b. to prime or subcontractors of the receiving Party for use only within the territory of the receiving Party and within the framework of its contract(s) with the respective Party engaged

in work relating to the subject matter of the information so disseminated;

provided that the information disseminated to any person under subparagraphs a or b above shall bear a marking restricting dissemination outside the recipient's organization. Each Party will use its best efforts to ensure that the dissemination of proprietary data received under this Arrangement is controlled as prescribed herein.

ARTICLE 7

Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights of material within the scope of paragraphs 1, 2 and 3 of Article 6 owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted material.

ARTICLE 8

The application or use of any information exchanged or transferred between the Parties under this Arrangement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 9

1. With respect to any invention or discovery made or conceived in the course of or under this Arrangement.

a. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

1) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries.

2) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country.

b. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries.

c. For loans or exchanges of material, instruments and equipment having a value of less than five thousand United States dollars, the provisions of subparagraph b above shall apply.

d. The Party which owns an invention referred to in subparagraphs a, b and c above shall license such inventions to the other Party, its Government and the nationals of its country designated by it upon request of the other Party on reasonable terms and conditions.

e. The distribution of rights set forth in subparagraph a, b and c are applicable only to the exchange of personnel and information, and loans or exchanges of materials, instruments, and equipment having a value of less than five thousand United States dollars. With regard to other specific forms of cooperation including special joint research projects, the Parties shall provide for appropriate distribution of rights to inventions or discoveries resulting from such cooperation taking into consideration the benefits, rights and contributions of the Parties.

2. The preceding paragraph 1 of this Article shall apply *mutatis mutandis* to design protection.

3. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws. Each Party shall, prior to the assignment of any personnel to a facility in the receiving country secure from the employer of such personnel a commitment that the employer agrees to hold the receiving Party and its contractors harmless with respect to any claim of the employee for compensation with respect to any inventions within the scope of paragraph 1 and 2 of this Article. Each Party shall, without prejudice to any rights of inventors under its national laws, take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article.

ARTICLE 10

Both Parties agree that in the event equipment is to be exchanged or supplied by one Party to the other, the following provisions shall apply covering the shipment and use of agreed equipment.

1. The sending Party shall supply as soon as possible a detailed list of the equipment to be provided together with the relevant specifications and technical and informational documentation.

2. The equipment and necessary spare parts supplied by sending Party for use in joint projects shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.

3. The above-mentioned equipment shall be brought into operation at the host establishment only by mutual agreement between the Parties or between their senior representatives at the host establishment.

4. The host establishment shall provide the necessary premises for the equipment, and will provide for electric power, water, gas,

etc., in accordance with technical requirements which shall be as mutually agreed.

5. Responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in Japan convenient to the ultimate destination, and return, and also responsibility for their safekeeping and insurance en route, shall rest with DOE.

6. Responsibility and expenses for the transport of equipment and materials from Japan by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination and return, and also responsibility for their safekeeping and insurance en route, shall rest with AIST.

7. The equipment provided by the sending Party for carrying out mutually agreed upon activities shall be considered to be scientific, not having a commercial character.

8. The receiving Party shall be responsible for safekeeping and insurance en route from authorized port of entry to the ultimate destination and return.

ARTICLE 11

1. In carrying out agreed upon exchanges of personnel, it may be necessary to attach selected staff of one Party to an establishment of the other Party. The sending Party shall ensure the selection of adequate staff with skills and competence necessary to conduct the agreed joint projects.

2. Each such attachment of staff shall be the subject of a separate attachment agreement between the Parties.

3. Each Party shall be responsible for the salaries, insurance and allowances to be paid to its staff.

4. Each Party shall pay for travel and living expenses of its staff while on attachment to the host Party unless otherwise agreed.

5. The host establishment shall arrange for satisfactory accommodations for the other Party's staff and their families on a mutually agreeable reciprocal basis.

6. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities, including travel arrangements.

7. The staff of each Party shall conform to the general rules of work and safety regulations in force at the host establishment, or as agreed in separate attachment of staff agreements.

ARTICLE 12

1. Should any question of liability occur between the Parties relating to damages to staff or equipment or property or between a Party and a third party during the cooperation, the two Parties agree that compensation for damages shall be provided by the party responsible in accordance with the applicable laws of the country on whose territory the said damages have been incurred.

2. a. "Staff" of a Party means the employees of the Party, its contractors and subcontractors performing services under this Arrangement, and employees of these contractors and subcontractors performing services under this Arrangement.

b. "Equipment or Property" of a Party means the equipment or property owned or controlled by that Party, or by the contractor and subcontractors of that Party who perform services in connection with joint projects under this Arrangement.

The Party on whose territory the damage was incurred shall, in consultation with the other Party, take upon itself the resolution of all questions connected with the determination of the causes, extent and necessity for compensation for damages incurred. Any such resolution shall have the concurrence of the other Party.

[3.] In the event of any dispute between the two Parties, a Committee shall be appointed by the Parties, with equal representation. The conclusions of the Committee will be presented to DOE and AIST who shall review the conclusions and arrive at a mutual agreement concerning final disposition.

ARTICLE 13

The provisions of this Arrangement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Arrangement also in no way precludes commercial firms or other legally constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country; nor does it preclude the Parties from engaging in activities with other Governments or persons, except that industrial property of a proprietary nature shall have limited dissemination as set forth in Article 6, paragraphs 4 and 5, of this Arrangement. Moreover, it is expected that the present Arrangement should facilitate industrial and commercial exchanges in the field of solar energy between the firms of the countries of the Parties with a view to mutual benefits from such exchanges for both countries.

ARTICLE 14

Cooperation under this Arrangement shall be in accordance with laws of the respective countries and the regulations of the Parties. All questions related to the Arrangement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 15

Each Party shall bear the costs of its participation in the activities under this Arrangement. It is understood that the ability of the Parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 16

1. This Arrangement shall enter into force upon signature and, subject to paragraph 2 of this Article, shall remain in force as long as the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Energy and Related Fields, signed on May 2, 1979, remains in force, but in no event later than ten years from the date of signature of this Arrangement. This Arrangement may be amended by mutual agreement of the Parties. The implementation of, and progress under, this Arrangement shall be subject to annual review by the Parties.

2. This Arrangement may be terminated at any time at the discretion of either Party, upon one year's advance notification in writing by the Party seeking to terminate the Arrangement. Such termination shall be without prejudice to the rights which may have accrued under this Arrangement to either Party up to the date of such termination.

3. In the event that, during the period of this Arrangement, the nature of either Party's solar energy program should change substantially, whether this be by extension, reduction, transformation or amalgamation of major elements with the solar energy program of a third Party, either Party shall have the right to request revisions in the scope and/or terms of this Arrangement.

4. All joint efforts and experiments not completed at the termination of this Arrangement may be continued until their completion under the terms of this Arrangement.

DONE at Tokyo, Japan in duplicate, this 7th day of May 1982.

BILLY D. HILL
For the United States
Department of Energy

T. TAKADA
For the Agency of Industrial
Science and Technology of Japan

REPUBLIC OF KOREA

Fisheries Off the United States Coasts

Agreement extending the agreement of January 4, 1977.
Effected by exchange of notes
Dated at Washington June 30, 1982;
Entered into force June 30, 1982.

The State Department to the Korean Embassy

The Department of State wishes to refer the Embassy of the Republic of Korea to the Agreement between the Government of the United States of America and the Government of the Republic of Korea Concerning Fisheries Off the Coasts of the United States, with Annexes and Agreed Minutes, signed in Washington, D.C. on January 4, 1977.[1]

The Department of State wishes to propose on behalf of the United States of America that the provisions of this Agreement shall be applied until July 31, 1982, or, if a new governing international fishery agreement is signed on or before that date, by the deadline for completion of Congressional review of the new agreement pursuant to section 203(a) of the Magnuson Fishery Conservation and Management Act (16 U.S.C. §1801 et seq.).

The Department of State also wishes to propose that if the said proposal is acceptable to the Government of the Republic of Korea, the present Note and the Embassy's reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force upon the completion of internal procedures in the United States.[2]

Department of State,

Washington, June 30, 1982

[1] TIAS 8526; 28 UST 1753.
[2] June 30, 1982.

The Korean Embassy to the State Department

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

KAM 82/133

The Embassy of the Republic of Korea wishes to refer the Department of State to the Latter's Note of June 30, 1982, regarding the Agreement between the Government of the Republic of Korea and the Government of the United States of America concerning Fisheries off the Coasts of the United States, signed in Washington, D.C. on January 4, 1977.

The Embassy of the Republic of Korea further wishes to inform the Department of State that the proposition made by the Department in the above-mentioned Note is acceptable to the Government of the Republic of Korea.

Washington, D.C.
June 30, 1982

TIAS 10459

SPAIN

Fisheries Off the United States Coasts

Agreement extending the agreement of February 16, 1977.
Effected by exchange of notes
Dated at Washington June 30 and July 2, 1982;
Entered into force July 2, 1982;
Effective June 30, 1982.

The Department of State to the Spanish Embassy

The Department of State wishes to refer the Embassy of Spain to the Agreement between the Government of the United States of America and the Government of Spain Concerning Fisheries Off the Coasts of the United States, with Annexes and Agreed Minutes, signed in Washington, D.C. on February 16, 1977.[1]

The Department of State wishes to propose on behalf of the United States of America that the provisions of this Agreement shall be applied until July 31, 1982, or, if a new governing international fishery agreement is signed on or before that date, by the deadline for completion of Congressional review of the new agreement pursuant to section 203(a) of the Magnuson Fishery Conservation and Management Act (16 U.S.C. §1801 et seq.).

The Department of State also wishes to propose that if the said proposal is acceptable to the Government of Spain, the present Note and the Embassy's reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force upon the completion of internal procedures in the United States.[2]

Department of State,

Washington, June 30, 1982

[1] TIAS 8523; 28 UST 1631.
[2] Entered into force July 2, 1982, effective June 30, 1982.

The Spanish Embassy to the Department of State

No. 149

The Embassy of Spain presents its compliments to the Department of State and, following instructions from its Government, acknowledges receipt of the Note of the Department of State dated June 30, which contained the following text:

"The Department of State wishes to refer the Embassy of Spain to the Agreement between the Government of the United States of America and the Government of Spain Concerning Fisheries Off the Coast of the United States, with Annexes and Agreed Minutes, signed in Washington, D.C. on February 16, 1.977.

The Department of State wishes to proposes on behalf of the United States of America that the provisions of this Agreement shall be applied until July 31, 1.982, or, if a new governing international fishery agreement is signed on or before that date, by the deadline for completion of Congressional review of the new agreement pursuant to section 203(a) of the Magnuson Fishery Conservation and Management Act (16 U.S.C. § 1801 et seg.).

The Department of State also wishes to propose that if the said proposal is acceptable to the Government of Spain, the present Note and the Embassy's reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force upon the completion of internal procedures in the United States."

The Spanish Authorities agree with the content of said Note and, therefore, the State Department's Note and this Embassy's reply shall constitute

an agreement between the two Governments on the extension of the Agreement Concerning Fisheries Off the Coast of the United States, signed in Washington, D.C., on February 16, 1977.

The Embassy of Spain avails itself of this opportunity to express to the Department of State the assurances of its highest consideration.

Washington, D.C., July 2, 1982

Department of State
Protocol Section
Washington, D.C.

THAILAND

Trade in Textiles and Textile Products

Agreements amending and extending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok August 26 and 27, 1982;
Entered into force August 27, 1982.
And exchange of letters
Signed at Bangkok September 2 and 14, 1982;
Entered into force September 14, 1982.
And exchange of letters
Signed at Bangkok September 3 and 22, 1982;
Entered into force September 22, 1982.
And exchange of letters
Signed at Bangkok September 30 and October 25, 1982;
Entered into force October 25, 1982.

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

August 26, 1982

Mrs. Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 2

Dear Mrs. Oranuj:

I am writing with reference to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes on October 4, 1978, as amended[1] ("The Agreement") and to discussions between representatives of our two governments concerning exports from Thailand to the United States of products classified in textile Category 320 (other cotton fabrics, N.K.).

On behalf of my government, I would like to propose that:

1. For purposes of the agreement, Category 315 and the items covered under TSUSA No. 326.0092 in Category 320 shall be merged and treated as a single category;

2. Annex B of the agreement shall be amended to establish a specific limit for this category as follows:

Category	Period	Level
315 plus TSUSA No. 326.0092	1/1/82 - 12/31/82	15,760,000 SYD

3. The specific limit provided for Category 315 plus TSUSA No. 326.0092 may be exceeded by not more than 6 percent (swing), provided that the amount of the increase is compensated for by an equivalent square yard equivalent decrease in the apparel limit;

4. Carryforward and carryover shall not be applicable to Category 315 plus TSUSA No. 326.0092;

[1] TIAS 9215, 9462, 9643, 9717, 9937, 10153, 10368; 30 UST 718, 4360; 31 UST 4824; 32 UST 505, 4177; 33 UST 1911; *ante*, p. 409.

5. Annex C of the agreement shall be amended to delete Categories 315 and 320 and to create the following new category:

Category	Designated Consultation Level
320 (excluding TSUSA No. 326.0092)	1,500,000 SYD

If the above proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. ค๓๐๔/1593

Department of Foreign Trade
Ministry of Commerce

August 27, 1982

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
Bangkok

Dear Mr. Gary D. De Vight,

We have the honour to refer to your letter of 26 August, 1982 regarding the discussions between representatives of our two governments concerning exports from Thailand to the United States of products classified in textile Category 320. We have the pleasure to confirm our acceptance of your proposals as contained in the above mentioned letter as under.

1. For purpose of the agreement, Category 315 and the items covered under TSUSA No. 326.0092 in Category 320 shall be merged and treated as a single category.

2. Annex B of the agreement shall be amended to establish a specific limit for this category as follows:

Category	Period	Level
315 plus TSUSA No. 326.0092	1/1/82-12/31/82	15,760,000 Syd

3. The specific limit provided for Category 315 plus TSUSA No. 326.0092 may be exceeded by not more than 6 percent (swing), provided that the amount of the increase is compensated for by an equivalent square yard equivalent decrease in the apparel limit.

4. Carry forward and carryover shall not be applicable to category 315 plus TSUSA No. 326.0092.

5. Annex C of the agreement shall be amended to delete Categories 315 and 320 and to create the following new category:

Category	Designated Consultation Level
320 (excluding TSUSA No.326.0092)	1,500,000 Syd

We have the honour to accept the above proposals and that this letter, together with your letter of 26 August, 1982 shall constitute an agreement between our two Governments.

Sincerely yours,

(Danai Tulalamba)
Director-General

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

September 2, 1982

Mrs. Oranuj Ostananda
Deputy Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 10200

Dear Mrs. Oranuj:

I refer to paragraphs 1 and 16 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, effected by exchange of notes October 4, 1978, as amended ("The Agreement").

On behalf of my government, I would like to propose the following amendments:

-- The term of the agreement shall be extended by six months so that it ends June 30, 1983;

-- The fifth agreement period shall be January 1, 1982 through June 30, 1983.

-- The limit for apparel for the fifth agreement period shall be 106,639,809 square yards equivalent.

During this fifth agreement period, the following specific limits shall apply:

Category	Level
315 Plus TSUSA No. 326.0092	23,640,000 SYD
331	632,366 DPR.
334/335	82,821 DOZ.
338/339	897,048 DOZ.
340	158,211 DOZ.
341	167,037 DOZ.

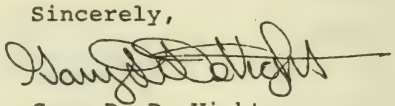
Category	Level
347/348	282,594 DOZ.
445/446	22,102 DOZ.
634/635	578,377 DOZ.
638	188,044 DOZ.
639	1,970,492 DOZ.
641	249,775 DOZ.
645/646	113,866 DOZ.
647/648	644,920 DOZ.

Except as specified below, consultation levels for the fifth agreement period shall be 1,500,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 1,050,000 square yards equivalent for cotton and man-made fiber categories, and 150,000 square yards equivalent for all wool categories:

Category	Consultation Level
313	15,000,000 SYE
314	10,500,000 SYE
317	8,400,000 SYE
319	7,500,000 SYE
320 (excluding TSUSA No. 326.0092)	2,250,000 SYE
604	731,708 LBS.
613	14,250,000 SYE
336	33,113 DOZ.
640	62,501 DOZ.
659	434,616 LBS.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely,



Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 1699

Department of Foreign Trade
Ministry of Commerce
Bangkok

September 14 , 1982

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
Bangkok 5
Dear Mr. Gary D. De Vight,

We have the honour to acknowledge the receipt of your letter dated 2nd September 1982, which read as follows:

"On behalf of my government, I would like to propose the following amendments:

-- The term of the agreement shall be extended by six months so that it ends June 30, 1983.

-- The fifth agreement period shall be January 1, 1982 through June 30, 1983.

-- The limit for apparel for the fifth agreement period shall be 106,639,809 square yards equivalent.

During this fifth agreement period, the following specific limits shall apply:

Category	Level
315 Plus TSUSA No. 326.0092	23,640,000 SYD
331	632,366 DPR.
334/335	82,821 DOZ
338/339	897,048 DOZ
340	158,211 DOZ
341	167,037 DOZ
Category	Level
347/348	282,594 DOZ.
445/446	22,102 DOZ.
634/635	578,377 DOZ.
638	188,044 DOZ.
639	1,970,492 DOZ.
641	249,775 DOZ.
645/646	113,866 DOZ
647/648	644,920 DOZ.

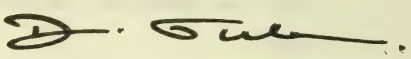
Except as specified below, consultation levels for the fifth agreement period shall be 1,500,000 square yards equivalent for cotton and man-made fiber non-apparel categories, 1,050,000 square yards equivalent for cotton and man-made fiber categories, and 150,000 square yards equivalent for all wool categories:

Category	Consultation Level
313	15,000,000 SYE
314	10,500,000 SYE
317	8,400,000 SYE
319	7,500,000 SYE
320 (excluding TSUSA No. 326.0092)	2,250,000 SYE
604	731,708 LBS.
613	14,250,000 SYE
336	33,113 DOZ
640	62,501 DOZ.
659	434,616 LBS.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement."

We have further the honour to confirm our acceptance of the foregoing amendments and to agree that your letter of September 2, 1982 and this letter shall constitute an administrative arrangement between our two governments.

Sincerely yours,



The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 1633

Department of Foreign Trade
Ministry of Commerce
Bangkok

September 3 , 1982

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
Bangkok

Dear Mr. De Vight

I am writing with reference to paraqraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man - made fiber textiles and textile products, with annexes, effected by exchange of notes on October 4, 1978, as amended (" the Agreement "). I would like to submit the request of my government seeking an increase of the consultation levels for category 345 to a level of 0.9 million square yards for the 1982 agreement year.

Hoping to here from you soon and thank you for your cooperation.

Sincerely yours,

O. Osatananda

(Mrs. Oranuj Osatananda)
Deputy Director-General

The American First Secretary to the Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

September 22, 1982

Mrs. Oranuj Osatananda
Deputy Director-General
Department of Foreign Trade
Department of Commerce
Sanamchai Road
Bangkok 10200

Dear Mrs. Oranuj:

I refer to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, and to your letter of September 3, 1982 in which you request on behalf of the Royal Thai Government that the consultation level for Category 345 be increased to 0.9 million square yards for the 1982 agreement year.

I am pleased to inform you that my government agrees to this request and that your letter and this reply thereto constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 1803

Department of Foreign Trade
Ministry of Commerce
Bangkok

September 30 , 1982

Mr. Gary D. De Vight
First Secretary
Embassy of The United States of America
Bangkok

Dear Mr. De Vight,

We refer to paragraph 4 of the Agreement of October 4, 1978 ("The Agreement"), between the United States of America and Thailand relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, with annexes, as amended and to the exchange of notes dated August 27, 1982, as amended, ("The Agreement").

We would like to request for an increase of the consultation levels for category 320 (M.E.S.) to a level of 8 million square yards for the fifth agreement period (January 1, 1982 - June 30, 1983).

Your kind consideration would be appreciated.

Sincerely yours,

(Danai Tulalamba)
Director-General

The American First Secretary to the Thai Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

October 25, 1982

Khun Danai Tulalamba
Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 10200

Dear Khun Danai:

I refer to paragraph four of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended, and to your letter of September 30 in which you request on behalf of the Royal Thai Government that the consultation level for Category 320 (excluding TSUSA Number 326.0092) be increased to 8 million square yards for the fifth agreement period (January 1, 1982 - June 30, 1983).

I am pleased to inform you that my Government agrees to this request and that your letter and this reply thereto constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

FEDERAL REPUBLIC OF GERMANY

Health: Biomedical Research and Technology

Agreement amending and extending the agreement of September 22, 1976.
Effected by exchange of letters
Signed at Washington August 20 and September 14, 1982;
Entered into force September 14, 1982;
Effective September 22, 1981.

The Assistant Secretary for Health, Department of Health and Human Services, to the German Ambassador

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Office of the Assistant Secretary
for Health
Washington DC 20201

August 20, 1982

His Excellency Peter Hermes
Ambassador
Embassy of the Federal Republic of Germany
4645 Reservoir Road, N.W.
Washington, D.C. 20007

Dear Mr. Hermes:

The Department of Health and Human Services wishes to recognize the close and fruitful cooperation which has taken place since the signature of the Agreement between the Department of Health and Human Services (and its predecessor the Department of Health, Education and Welfare) and the Federal Ministry for Research and Technology of the Federal Republic of Germany on Cooperation in the Field of Biomedical Research and Technology of September 22, 1976.[1]

The Department notes with regret that this Agreement expired on September 21, 1981.

In order to continue the close and mutually beneficial cooperation which has taken place since the signature of the Agreement, the Department proposes the following:

A. That the 1976 Agreement be extended for another five-year period, effective September 22, 1981;

B. That the following changes be made to the 1976 Agreement:

1. All mention of the Department of Health, Education and Welfare and DHEW be changed to the Department of Health and Human Services and DHHS, respectively;

2. In Article IV, first sentence, the words "and personnel" should be added between the words "funds" and "and" on the first line; and

3. Article X should be reworded as follows: "This agreement shall enter into force upon signature and shall remain in force for five years. It may be extended or modified by the written agreement of the Parties."

C. In addition, the Department notes that the Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months from the date of the final exchange of letters.

[1] TIAS 8457; 27 UST 4358.

If you agree to these proposals, this letter and your response will constitute an agreement to extend the 1976 Agreement as amended, with effect from September 22, 1981.

Enclosed is a copy of the 1976 Agreement with the proposed amendments.

Sincerely yours,

E. N. Brandt Jr.

Edward N. Brandt, Jr., M.D.
Assistant Secretary for Health

Enclosure [1]

[1] See footnote 1, p. 1826.

The German Ambassador to the Assistant Secretary for Health, Department of Health and Human Services

Der Botschafter
der Bundesrepublik Deutschland

Washington, D. C. 20007
4645 Reservoir Road, N. W.

14. September 1982

Herrn
Edward N. Brandt, Jr., M.D.
Assistant Secretary for Health
Department of Health and
Human Services
Washington, D.C. 20201

Sehr geehrter Herr Brandt,

ich beehre mich, den Empfang Ihres Schreibens vom 20. August 1982 zu bestätigen, mit dem Sie die Verlängerung und Änderung der Vereinbarung zwischen dem Bundesministerium für Forschung und Technologie der Bundesrepublik Deutschland und dem Ministerium für Gesundheit und soziale Dienste der Vereinigten Staaten von Amerika über Zusammenarbeit auf dem Gebiet der biomedizinischen Forschung und Technologie vom 22. September 1976 vorschlagen. Ihr Schreiben lautet in vereinbarter deutscher Fassung wie folgt:

> Das Ministerium für Gesundheit und soziale Dienste wünscht, die enge und fruchtbare Zusammenarbeit anzuerkennen, die seit der Unterzeichnung der Vereinbarung zwischen dem Ministerium für Gesundheit und soziale Dienste (und seinem Vorgänger, dem Ministerium für Gesundheit, Erziehung und Sozialfürsorge) und dem Bundesministerium für Forschung und Technologie der Bundesrepublik Deutschland über Zusammenarbeit auf dem Gebiet der biomedizinischen Forschung und Technologie am 22. September

1976 stattgefunden hat. Das Ministerium stellt mit Bedauern fest, daß die Vereinbarung am 21. September 1981 abgelaufen ist.

Um die enge und für beide Seiten nützliche Zusammenarbeit, die seit der Unterzeichnung der Vereinbarung stattgefunden hat, fortzusetzen, schlägt das Ministerium vor:

- daß die Vereinbarung von 1976 um weitere fünf Jahre mit Wirkung vom 22. September 1981 verlängert wird;
- daß die Vereinbarung von 1976 wie folgt geändert wird:
  1. Jede Nennung des Ministeriums für Gesundheit, Erziehung und Sozialfürsorge und der Abkürzung DHEW ist zu ändern in Ministerium für Gesundheit und soziale Dienste bzw. DHHS,
  2. in Artikel IV, erster Satz, sind in der ersten Zeile zwischen den Worten "Mittel" und "und" die Worte "und Mitarbeiter" einzufügen sowie
  3. Artikel X sollte wie folgt lauten: "Die Vereinbarung tritt mit ihrer Unterzeichnung in Kraft und bleibt für fünf Jahre in Kraft. Sie kann durch schriftliche Vereinbarungen zwischen den Vertragsparteien verlängert oder geändert werden."

Darüber hinaus nimmt das Ministerium zur Kenntnis, daß die vorliegende Vereinbarung auch für das Land Berlin gilt, sofern nicht die Regierung der

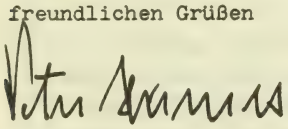
Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach dem abschließenden Briefwechsel eine gegenteilige Erklärung abgibt.

Falls Sie sich mit diesen Vorschlägen einverstanden erklären, werden dieses Schreiben und Ihre Antwort darauf eine Vereinbarung zur Verlängerung der Vereinbarung von 1976 mit Wirkung vom 22. September 1981 bilden.

Der Text der Vereinbarung von 1976 mit den vorgeschlagenen Änderungen liegt an.

Ich beehre mich, Ihnen mitzuteilen, daß ich mit den in Ihrem Schreiben enthaltenen Vorschlägen einverstanden bin. Ihr Schreiben und dieses Schreiben bilden somit eine Verlängerung der Vereinbarung von 1976, die mit dem 22. September 1981 in Kraft getreten ist.

Mit freundlichen Grüßen



Peter Hermes

Anlage: Übersetzung

TRANSLATION

September 14, 1982

Edward N. Brandt, Jr., M.D.
Assistant Secretary for Health
Department of Health and Human Services
Washington, D.C. 20201

Dear Mr. Brandt:

I acknowledge receipt of your letter dated August 20, 1982, which contains your proposal to extend and change the Agreement between the Federal Ministry for Research and Technology of the Federal Republic of Germany and the Department of Health and Human Services of the United States of America on Cooperation in the Field of Biomedical Research and Technology of September 22, 1976. The agreed German version of your letter reads as follows:

[For the text of the U.S. letter, see pp. 1826-1827.]

I have the honor to inform you that I agree to the proposals made in your letter. Your letter and this letter thus constitute an extension of the 1976 Agreement with effect from September 22, 1981.

Sincerely yours,

Peter Hermes

Peter Hermes

Enclosure: Translation

LEBANON

Peacekeeping: Multinational Force

Agreement effected by exchange of notes
Signed at Beirut August 18 and 20, 1982;
Entered into force August 20, 1982.

The Lebanese Minister of Foreign Affairs to the American Ambassador

REPUBLIQUE LIBANAISE
MINISTERE DES AFFAIRES ETRANGERES
ET DES LIBANAIS D'OUTRE - MER

LE MINISTRE

Beirut August the 18th, 1982

Your Excellency,

I have the honor to refer to the many conversations between their Excellencies the President of the Republic of Lebanon the Prime Minister and myself on the one hand, and with Ambassador Philip C. Habib, Special Emissary to the President of the United States of America, on the other hand, as well as to the Resolution of the Council of Ministers passed on to day.

I have the honor to refer to the schedule set up by the Government of Lebanon, after consultation with interested parties, in order to assure the withdrawal from Lebanese territory of the Palestinian leaders, offices and combatants related to any organization now in Beirut in a manner which will:

1) assure the safety of such departing personnel;

2) assure the safety of the persons in the area; and

3) further the restoration of the sovereignty and authority of the Government of Lebanon over the Beirut area.

In this context, the Government of Lebanon is proposing to several nations that they contribute forces to serve as a temporary multi-national force (MNF) in Beirut. The mandate of the MNF will be to provide appropriate assistance to the Lebanese Armed Forces (LAF) as they carry out the foregoing responsibilities, in accordance with the annexed schedule. The MNF may undertake other functions only by mutual agreement. It is understood, that in the event that the withdrawal of the Palestinian personnel referred to above does not take place in accord with the predetermined schedule, the mandate of the MNF will terminate immediately and all MNF personnel will leave Lebanon forthwith.

In the foregoing context, I have the honor to propose that the United States of America deploy a force of approximately 800 personnel to Beirut, subject to the following terms and conditions:

-- The American military force shall carry out appropriate activities consistent with the mandate of the MNF.

-- Command authority over the American force will be exercised exclusively by the United States Government through existing American military channels.

-- The American force will operate in close coordination with the LAF. To assure effective coordination with the LAF, the American force will assign liaison officers to the LAF and the Government of Lebanon will assign liaison officers to the American force. The LAF liaison officers to the American force will, inter alia, perform liaison with the civilian population and manifest the authority of the Lebanese Government in all appropriate situations.

-- In carrying out its mission, the American force will not engage in combat. It may, however, exercise the right of self-defense.

-- The American force will depart Lebanon not later than thirty days after its arrival, or sooner at the request of the President of Lebanon or at the direction of the United States Government, or according to the termination of the mandate provided for above.

-- The Government of Lebanon and the LAF will take all measures necessary to ensure the protection of the American force's personnel, to include securing assurances from all armed elements not now under the authority of the Lebanese Government that they will comply with the cease-fire and cessation of hostilities.

The American force will enjoy both the degree of freedom of movement and the right to undertake those activities deemed necessary for the performance of its mission or for the support of its personnel. Accordingly, it shall enjoy all facilities necessary for the accomplishment of these purposes. Personnel in the American force shall enjoy the privileges and immunities accorded to the administrative and technical staff of the American Embassy in Beirut, and shall be exempt from immigration and customs requirements, and restrictions on entering or departing Lebanon. Personnel, property and equipment of the American force introduced into Lebanon shall be exempt from any form of tax, duty, charge, or levy.

I have the further honor to propose, if the foregoing is acceptable to Your Excellency's Government, that Your Excellency's reply to that effect, together with this note, shall constitute an agreement between our two Governments, to enter into force on the date of Your Excellency's reply.

Please accept, Your Excellency, the assurances of my highest consideration.

Fouad Boutros

Deputy-Prime Minister
Minister of Foreign Affairs

His Excellency
Mr. Robert Dillon
Ambassador of the United States of America
Beirut

ANNEX

SCHEDULE OF DEPARTURES

August 21, 1982—Departure Day:

The advance elements of the MNF (approximately 350 men) land at the Port of Beirut at about 0500 and deploy in the Beirut Port area in preparation for the initial departures of PLO groups by sea.

—Meanwhile, the LAF deploys to previously agreed positions in the Beirut area, primarily in the so-called demarcation line area, to assist in the departure of PLO personnel. The LAF will take over positions occupied by the PLO.

—The PLO will ensure that National Movement (NM) forces which had occupied these positions jointly with the PLO shall also withdraw.

As the day proceeds, the LAF will take up such other positions as necessary to assist in the departure of PLO personnel.

Meanwhile, the initial group of PLO personnel assemble in preparation for departure by sea later in the day (or on August 22). The vessel or vessels to be used for this purpose will arrive at pier on August 21.

—The initial groups could include the wounded and ill, who would be transported in accordance with agreed arrangements—by sea or land, or both—to their destinations in other countries.

—The initial group or groups of PLO personnel destined for Jordan and Iraq would move from their assembly point to the waiting commercial vessel or vessels for onward transport by sea.

August 22:

—All groups destined for Jordan or Iraq will have boarded ship and will have sailed from Beirut.

—Duplicating the model followed on August 21, PLO groups destined for Tunisia assemble and move to the Port of Beirut for departure by sea.

August 23:

—All PLO personnel destined for Tunisia complete their assembly and embark on commercial vessel for Tunisia.

PLO personnel destined for South Yemen assemble and move to a vessel for departure then or on August 24.

August 24-25:

—Assembly and departure by sea of PLO personnel destined for North Yemen.

August 25:

—Provided that satisfactory logistical arrangements have been completed, the initial groups of PLO personnel destined for Syria assemble and move overland via the Beirut-Damascus highway to Syria.

—The advance French elements of the MNF already in the Port area will have taken up such other agreed positions on the land route in the Beirut area as necessary to assist in the overland departure of the PLO personnel for Syria.

—The LAF joins with the French in occupying such positions.

—(If it should be agreed that these initial groups should go by sea to Syria rather than by land, this departure schedule also is subject to amendment to assure that logistical requirements are met.)

August 26-28 (approximately):

The remaining forces of the MNF (from the U.S., France and Italy) arrive in the Beirut area and deploy to agreed locations as determined through the Liaison and Coordination Committee. This movement may be accompanied by the transfer of the advance French elements previously in the Port area and elsewhere to other locations in the Beirut area.

August 26-27-28:

—PLO groups destined for Syria continue to move—by land or sea—to Syria.

August 22-September 4:

—Turnover to the LAF of PLO weaponry, military equipment, and ammunition in a continuing and orderly fashion.

August 29-30-31:

—Redeployment out of Beirut of the Syrian elements of the ADF.

September 1-4:

—Completion of the departure to Syria—by land or sea—of all PLO or PLA personnel destined for Syria.

September 2-3:

—Assembly and departure by sea of all PLO personnel destined for the Sudan.

—Assembly and movement by sea of all PLO personnel destined for Algeria.

September 4-21:

—The MNF assists the LAF in arrangements, as may be agreed between governments concerned, to ensure good and lasting security throughout the area of operation.

September 21-26:

—Departure of MNF.

Beirut the 18th of August 1982
FOUAD BOUTROS

The American Ambassador to the Lebanese Minister of Foreign Affairs

Beirut, August 20, 1982

Excellency:

I have the honor to refer to Your Excellency's note of August 18, 1982 requesting the deployment of an American force to Beirut. I am pleased to inform you on behalf of my Government that the United States is prepared to deploy temporarily a force of approximately 800 personnel as part of a Multinational Force (MNF) to provide appropriate assistance to the Lebanese Armed Forces (LAF) as they carry out their responsibilities concerning the withdrawal of Palestinian personnel in Beirut from Lebanese territory under safe and orderly conditions, in accordance with the schedule annexed to Your Excellency's note. It is understood that the presence of such an American force will in this way facilitate the restoration of Lebanese Government sovereignty and authority over the Beirut area, an objective which is fully shared by my Government.

I have the further honor to inform Your Excellency that my Government accepts the terms and conditions

His Excellency
Fouad Butrus,
Minister of Foreign Affairs,
Beirut, Lebanon.

TIAS 10463

concerning the presence of the American force in the Beirut area as set forth in your note, and that your note and this reply accordingly constitute an agreement between our two governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Robert S. Dillon [1]

[1] Robert S. Dillon.

GPO: 1985 48-444 (12800)

GREECE

Defense Assistance: Articles and Services

Agreement amending the agreement of August 30, 1979.
Effected by exchange of notes
Dated at Athens August 13 and 26, 1982;
Entered into force August 26, 1982.

The American Embassy to the Greek Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 254

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Agreement effected by the Exchange of Notes between our two Governments of August 30, 1979,[1] concerning Defense Articles Services, and the recent changes in U.S. law that remove the requirement that deliveries under that Agreement be concluded by September 30, 1982. Accordingly, The Embassy has the honor to propose that paragraph 4 of the Exchange of Notes be deleted from the Agreement.

If the foregoing is acceptable to your Government, The Embassy has the further honor to propose that this Note, together with your reply, shall constitute an Agreement between our two Governments effective from the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America

Athens, August 13, 1982

[1] TIAS 9583; 30 UST 7267.

The Greek Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES
A3D F. 2203.21/53/AS680

N O T E V E R B A L E

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of its Note No 254 dated August 13, 1982, which reads as follows:

" The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Agreement effected by the Exchange of Notes between our two Governments of August 30, 1979, concerning Defense Articles Services, and the recent changes in U.S. law that remove the requirement that deliveries under that Agreement be concluded by September 30,1982. Accordingly, The Embassy has the honor to propose that paragraph 4 of the Exchange of Notes be deleted from the Agreement.

If the foregoing is acceptable to your Government, The Embassy has the further honor to propose that this Note, together with your reply, shall constitute an Agreement between our two Governments effective from the date of your reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration."

The Ministry for Foreign Affairs has the honour to confirm that the contents of the above Note (254) are acceptable to the Government of the Hellenic Republic.

TO THE
EMBASSY OF THE UNITED STATES OF AMERICA
- ATHENS -

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.-

Athens, August 26, 1982

BURUNDI

Peace Corps

Agreement effected by exchange of notes
Dated at Bujumbura August 31, 1982;
Entered into force August 31, 1982.

The American Embassy to the Burundi Ministry of Foreign Affairs

No. 132

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Burundi and has the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Republic of Burundi. In these conversations your Government has indicated that it would welcome Peace Corps Volunteers and Volunteer Leaders.

The Embassy has the honor to propose the following understandings with respect to the Peace Corps:

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Burundi to perform mutually agreed tasks in the Republic of Burundi. The volunteers will work under the immediate supervision of governmental or private organizations designated by our two Governments. The Government of the United States will provide training to enable the volunteers to perform these agreed tasks effectively.

2. The Government of the Republic of Burundi will accord equitable treatment to Peace Corps Volunteers and Volunteer Leaders, both as to their persons and their

property; afford them full aid and protection including treatment no less favorable than that accorded generally to nationals of the United States residing in the Republic of Burundi, and fully inform, consult and cooperate with the representatives of the Government of the United States of America with respect to all matters concerning the Volunteers.

3. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the Republic of Burundi agrees to receive a Peace Corps Representative and staff, and such personnel of the United States' private organizations performing functions under this Agreement under contract with the Government of the United States as are acceptable to the Government of the Republic of Burundi.

4. The Government of the Republic of Burundi will exempt from taxes, customs duties and other charges in respect to vehicles, plant, equipment and supplies introduced into or acquired in the Republic of Burundi by the Government of the United States, or any contractor financed by it, and used in connection with Peace Corps programs.

5. The Government of the Republic of Burundi will exempt Peace Corps Volunteers, Volunteer Leaders, the Peace Corps Representative and American staff, and personnel of United States private organizations performing under this Agreement from immigration fees, from all taxes on income derived from their Peace Corps work or from sources outside the Republic of Burundi, and from all other taxes, charges and fees, except those included in the prices of equipment, supplies, and services. The

Government of the Republic of Burundi will also exempt Volunteers and Volunteer Leaders from all customs duties or other charges on their personal and household effects introduced into the Republic of Burundi for their own use at the time of their arrival and up to six months after their arrival; and will accord the Peace Corps Representative and his American staff the same treatment with respect to the payment of customs duties, or other charges, on their personal and household effects introduced into the Republic of Burundi for their own use at any time during their stay in the Republic of Burundi as is accorded personnel of comparable rank and grade of the Embassy of the United States. The Government of the Republic of Burundi will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the Republic of Burundi for their own use as is accorded Volunteers and Volunteer Leaders hereunder.

6. The Government of the Republic of Burundi will exempt from investment and deposit requirements and currency controls and all taxes on the conversion of currency all funds introduced into the Republic of Burundi for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Republic of Burundi at the highest rate of exchange which is not unlawful in the Republic of Burundi.

7. Appropriate representatives of the Government of the United States of America and the Government of the

Republic of Burundi may make from time to time such arrangements with respect to Peace Corps Volunteers and Volunteer Leaders and the Peace Corps programs in the Republic of Burundi as appear necessary or desirable for purposes of implementing this Agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

Finally, the Embassy of the United States of America has the honor to propose that, if these undertakings are acceptable to the Government of the Republic of Burundi, this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's reply note and which shall remain in force until ninety days after the date of written notification from either Government to the other of an intent to terminate it.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs and Cooperation the assurances of its highest consideration.

Embassy of the United States of America

Bujumbura, August 31, 1982

The Burundi Ministry of Foreign Affairs to the American Embassy

REPUBLIQUE DU BURUNDI *Bujumbura, le*

MINISTERE DES AFFAIRES ETRANGERES
ET DE LA COOPERATION

Le Ministère des Affaires Etrangères et de la Coopération de la République du Burundi présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Bujumbura et se référant à son aide-mémoire sur le Corps de la Paix, a l'honneur de l'informer qu'il accepte les engagements proposés dans les termes suivants:

1° Sur requête du Gouvernement de la République du Burundi ou d'organismes privés, le Gouvernement des Etats-Unis enverra des volontaires du Corps de la Paix pour accomplir en République du Burundi des tâches déterminées d'un commun accord. Les volontaires travailleront sous la surveillance directe d'organismes gouvernementaux ou privés désignés par les deux Gouvernements. Le Gouvernement des Etats-Unis assurera la formation des volontaires afin de permettre à ceux-ci d'accomplir d'une manière efficace les tâches qui leur seront confiées.

2° Le Gouvernement de la République du Burundi accordera un traitement adéquat aux volontaires du Corps de la Paix et aux dirigeants des volontaires du Corps de la Paix, tant à leurs personnes qu'à leurs biens. Il leur assurera son aide et protection entières, y compris un traitement non moins favorable que celui accordé généralement aux autres ressortissants américains résidant en République du Burundi et informera pleinement les représentants du Gouvernement des Etats-Unis d'Amérique, les consultera et coopérera entièrement avec eux en ce qui concerne toutes les questions relatives aux volontaires.

3° Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République du Burundi accepte de recevoir un Représentant du Corps de la Paix accompagné de ses collaborateurs et d'un personnel d'organismes privés américains accomplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis.

4° Le Gouvernement de la République du Burundi exonérera de tout impôt, droits de douane et autres taxes, tout véhicule appareils, équipement et bien introduit ou acquis en République du Burundi par le Gouvernement des Etats-Unis ou par tout contractant financé par ce dernier aux fins d'utilisation dans le cadre des programmes du Corps de la Paix.

5° Le Gouvernement de la République du Burundi exonérera les volontaires et les dirigeants des volontaires du Corps de la Paix, le Représentant du Corps de la Paix et ses collaborateurs, ainsi que le personnel d'organismes privés américains accomplissant des tâches dans le cadre du présent Accord, de tout droit d'immigration de tout impôt sur les revenus provenant de leur travail au Corps de la Paix ou dont la source se trouve à l'extérieur de la République du Burundi, et de tout autre impôt, droits et taxes, à l'exception de ceux compris dans le prix de l'équipement, des biens et services. Le Gouvernement de la République du Burundi exonérera également les volontaires et les dirigeants des volontaires des droits de douane et autres sur les biens mobiliers introduits en République du Burundi pour leur propre usage au moment de leur arrivée et dans la limite de six mois après leur arrivée. Il accordera au Représentant du Corps

de la paix et à ses collaborateurs, en ce qui concerne le paiement des droits de douane ou autres droits sur les biens mobiliers introduits en République du Burundi pour leur propre usage à tout moment pendant leur séjour en République du Burundi, le même traitement que celui accordé au personnel d'un rang ou d'un grade similaire de l'Ambassade des Etats-Unis. Le Gouvernement de la République du Burundi accordera au personnel d'organismes privés américains ayant passé un contrat avec le Gouvernement des Etats-Unis, en ce qui concerne le paiement des droits de douane ou autres droits sur les biens mobiliers introduits en République du Burundi pour son propre usage, le même traitement que celui accordé aux volontaires et aux dirigeants des volontaires dans le cadre du présent Accord.

6° Le Gouvernement de la République du Burundi exonerera des impôts sur la conversion des monnaies, des obligations encourues par les investissements et les dépôts de fonds et facilitera le change de tous les fonds introduits en République du Burundi aux fins d'utilisation en vertu du présent Accord par le Gouvernement des Etats-Unis ou par des contractants financés par ledit Gouvernement. Lesdits fonds seront convertibles en monnaie de la République du Burundi au taux le plus élevé qui ne soit pas illégal en République du Burundi.

7° Des représentants de haut rang du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République du Burundi pourront, en ce qui concerne les volontaires et les dirigeants des volontaires du Corps de la Paix, et les programmes du Corps de la Paix en République du Burundi, conclure, autant que besoin, les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord.

Les engagements pris par chaque Gouvernement dans le cadre du présent Accord sont subordonnés à la disponibilité des fonds et aux lois applicables dans chaque pays.

Les engagements ci-dessus acceptés resteront valables jusqu'à quatre-vingt dix jours après notification écrite de l'un des deux Gouvernements à l'autre de son intention d'y mettre fin.

Le Ministère des Affaires Etrangères et de la Coopération saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération.

Bujumbura, 31 août 1982.

MINISTERE DES AFF... ET DE LA COOP...

AMBASSADE DES ETATS-UNIS
D'AMERIQUE

BUJUMBURA.

TRANSLATION

Republic of Burundi

Ministry of Foreign Affairs and Cooperation

The Ministry of Foreign Affairs and Cooperation of the Republic of Burundi presents its compliments to the Embassy of the United States of America at Bujumbura and, with reference to its aide-memoire on the Peace Corps, has the honor to inform it that it accepts the commitments proposed in the following terms:

1. At the request of the Government of the Republic of Burundi or private organizations, the Government of the United States will furnish Peace Corps Volunteers to perform mutually agreed tasks in the Republic of Burundi. The volunteers will work under the immediate supervision of governmental or private organizations designated by the two Governments. The Government of the United States will provide training to enable the volunteers to perform the tasks assigned to them effectively.

2. The Government of the Republic of Burundi will accord suitable treatment to Peace Corps Volunteers and Peace Corps Volunteer Leaders, both as to their persons and their property. It will afford them its full aid and protection, including treatment no less favorable than that accorded generally to other nationals of the United States residing in the Republic of Burundi and will fully inform, consult, and cooperate with the representatives of the Government of the United States of America with respect to all matters concerning the Volunteers.

Embassy of the United States
of America,
Bujumbura.

3. To enable the Government of the United States to fulfill its obligations in conformity with the provisions of this Agreement, the Government of the Republic of Burundi agrees to receive a Peace Corps Representative accompanied by his associates and personnel of the United States private organizations performing functions under this Agreement by virtue of a contract with the Government of the United States.

4. The Government of the Republic of Burundi will exempt from taxes, customs duties, and other fees, any vehicle, apparatus, equipment, and goods introduced into or acquired in the Republic of Burundi by the Government of the United States or any contractor financed by it for use in connection with Peace Corps programs.

5. The Government of the Republic of Burundi will exempt Peace Corps Volunteers, Peace Corps Volunteer Leaders, Peace Corps Representatives and their associates, and personnel of United States private organizations performing tasks under this Agreement from any immigration fee, any taxes on income derived from their Peace Corps work or from sources outside the Republic of Burundi, and from any other taxes, charges, and fees, except those included in the price of equipment, goods, and services. The Government of the Republic of Burundi will also exempt Volunteers and Volunteer Leaders from customs duties and other charges on personal property introduced into the Republic of Burundi for their own use at the time of their arrival and up to six months after their arrival. It will accord the Peace Corps Representative and his associates the same treatment, with respect to the payment of customs duties or other charges on personal property introduced into the Republic of Burundi for their own use at any time during their stay in the Republic of Burundi, as is accorded personnel of similar rank and grade of the Embassy of the United States.

The Government of the Republic of Burundi will accord personnel of United States private organizations under contract with the Government of the United States the same treatment, with respect to the payment of customs duties or other charges on personal property introduced into the Republic of Burundi for their own use, as is accorded Volunteers and Volunteer Leaders under this Agreement.

6. The Government of the Republic of Burundi will exempt from currency conversion charges and investment and deposit requirements all funds introduced into the Republic of Burundi for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Republic of Burundi at the highest rate of exchange which is not unlawful in the Republic of Burundi.

7. High-ranking representatives of the Government of the United States of America and the Government of the Republic of Burundi may make, whenever necessary, such arrangements with respect to Peace Corps Volunteers and Volunteer Leaders and the Peace Corps programs in the Republic of Burundi as seem necessary or desirable for purposes of implementing this Agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws in each country.

The undertakings accepted above shall remain in force until 90 days after written notification from either Government to the other of its intent to terminate them.

The Ministry of Foreign Affairs and Cooperation avails itself of this opportunity to renew to the Embassy of the United States of Americe the assurances of its high consideration.

Bujumbura, August 31, 1982

[Initialed]

[SEAL]

MEXICO

Telecommunications: Frequency Modulating Broadcasting

Agreements amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at Mexico and Tlatelolco March 18 and July 2, 1982;
Entered into force July 2, 1982.
And exchange of notes
Signed at Mexico and Tlatelolco August 11 and September 8, 1982;
Entered into force September 8, 1982.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F., March 18, 1982

No. 593

EXCELLENCY:

I have the honor to refer to the Agreement of November 9, 1972 between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.[1]

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

City	Channel Number	
	Delete	Add
St. Johns, Arizona		239C
Yuma, Arizona		265A
Midland, Texas		294C

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

JOHN A. GAVIN

His Excellency
Licenciado Jorge Castañeda y Alvarez de la Rosa
Secretary of Foreign Relations
Mexico, D.F.

[1] TIAS 7697, 9436, 9647, 10159, 10234; 24 UST 1815; 30 UST 3927; 31 UST 4841; 33 UST 1959, 3337.

The Mexican Under Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D.F., a 2 de julio de 1982.

Señor Embajador:

TR. 316496 Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 593, fechada el 18 de marzo de 1982, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	No. de Canal	
	Suprimir	Agregar
St. Johns, Arizona	- - - -	239 C
Yuma, Arizona	- - - -	265 A
Midland, Texas	- - - -	294 C

Al Excelentísimo Señor
John A. Gavin,
Embajador de los Estados Unidos de América,
México, D.F.

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y entrará en vigor en la fecha de su respuesta."

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 593 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

Alfonso de Rosenzweig-Díaz C.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., July 2, 1982

No. 316496

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 593 of March 18, 1982, which, translated into Spanish reads as follows:

(For the English language text, see p. 2.)

In reply to Your Excellency's note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms thereof and, consequently, agrees that Your Excellency's note No. 593 and this reply constitute an Agreement between our two Governments modifying the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, signed on November 9, 1972, which will enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Alfonso de Rosenzweig-Diaz C.

His Excellency
John A. Gavin,
Ambassador of the United States of America,
Mexico, D.F.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F., August 11, 1982

No. 1887

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

	Channel Number	
City	Delete	Add
Glendale, Arizona	----	278C
Eagar, Arizona	----	223C

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

Accept, Excellency, the renewed assurance of my highest consideration.

JOHN A GAVIN

His Excellency

Licenciado Jorge Castañeda y Alvarez de la Rosa

Secretary of Foreign Relations

Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

317083

Tlatelolco, D. F., a 8 de septiembre de 1982.

Señor Embajador:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 1887, fechada el 11 de agosto de 1982, cuyo texto vertido al español es el siguiente:

Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

T a b l a B

C i u d a d	Nº d e C a n a l	
	Suprimir	Adicionar
Glendale, Arizona	- - - -	278 C
Eagar, Arizona	- - - -	223 C

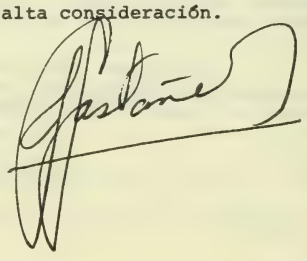
Al Excelentísimo Señor
John A. Gavin,
Embajador de los Estados Unidos de América,
México, D. F.

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y entrará en vigor en la fecha de su respuesta."

En respuesta a la atenta nota de Vuestra Excelencia - arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 1887 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia - Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente - nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.



TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 317083

Tlatelolco, D.F., September 8, 1982

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 1887, dated August 11, 1982, the Spanish translation of which reads as follows:

[For the English language text, see p. 1858.]

In reply to Your Excellency's note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms thereof and consequently agrees that Your Excellency's note No. 1887 and this reply shall constitute an agreement between our two Governments modifying the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, which shall enter into force on the date of this note.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J Castañeda

His Excellency
John A. Gavin,
Ambassador of the United States
of America,
Mexico, D.F.

MULTILATERAL

International Sugar Agreement, 1977

Agreement extending the agreement of October 7, 1977.
Approved by the International Sugar Council November 20, 1981 and May 21, 1982;
Entered into force January 1, 1983.

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CABLE ADDRESS—ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

REFERENCE C.N.165.1982.TREATIES-1 (Depositary Notification)

INTERNATIONAL SUGAR AGREEMENT, 1977
CONCLUDED AT GENEVA ON 7 OCTOBER 1977[1]

EXTENSION OF THE AGREEMENT

The Secretary-General of the United Nations, acting in his capacity as depositary of the International Sugar Agreement, 1977, concluded at Geneva on 7 October 1977, which, under the provisions of article 83 (1), is to remain in force until the end of the fifth quota year after its entry into force, unless extended under paragraph 2 or terminated earlier under paragraph 3 of the said article, communicates the following:

In accordance with article 83 (2), the International Sugar Council, in Decisions 13 and 14 of 20 November 1981 and 21 May 1982, respectively, decided to extend the Agreement for a period of two years (through 1984) and decided on adjustment of tonnages for the same period.

The relevant extracts of the Council's decisions regarding the extension of the Agreement beyond 1982, adopted on the recommendation of the Executive Committee and of the Special Committee on tonnages, read as follows:

[1] TIAS 9664; 31 UST 5135.

Extracts from Decision 13:

"Noting that

(a) under the provisions of paragraph 1 of article 83 of the International Sugar Agreement, 1977, the Agreement shall remain in force until the end of the fifth quota year after its entry into force, unless extended under paragraph 2 of this article or terminated earlier under paragraph 3 of this article;

(b) under the provisions of paragraph 2 of article 83, before the end of the fifth quota year, the Council may, by special vote, extend the Agreement for a period not exceeding two quota years;

(c) under the provisions of paragraph 1 of article 8, the Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the express provisions of the Agreement;

the Council

(1) decided in principle that the International Sugar Agreement, 1977, shall be extended for a period of two years;

(2) requested the Executive Committee to prepare recommendations for consideration by the Council at its May 1982 session concerning provisions for the period of extension relating to basic export tonnages and tonnages covered by articles 31(2), 32 and 33;

(3) approved the Executive Committee's recommendation that a Special Committee under the chairmanship of the Executive Director be established to advise the Committee and that the Special Committee should be open to all Members which inform the Executive Director that they wish to participate; and

(4) noted that the USSR reserved its position on this subject."

The Council also approved the recommendation of the Executive Committee to establish a working group to consider and make recommendations to the Executive Committee and the Council concerning additional measures to improve confidence in special stocks in 1982 and during the period of the extension of the Agreement. The recommended measures may include new economic rules or revisions of the present rules. The working group will be under the chairmanship of the Executive Director and the members will be Argentina, Australia, Brazil, Cuba, South Africa, Japan and the United States."

Extracts from Decision 14:

"(a) decided that the basic export tonnages of Annex I Members for 1983 and 1984 shall be the same as their basic export tonnages for 1982, subject to the following exceptions:

(i) the basic export tonnages of India and Peru for 1983 and 1984 shall be 824,000 tonnes for India and 236,000 tonnes for Peru;

(ii) the basic export tonnages of eligible countries may be adjusted upwards as a result of the implementation of article 34, subparagraph 2(g) which shall be continued in effect for 1983 and 1984;

(b) determined that the tonnages for Cuba's exports referred to in article 31, paragraph 2, will be 800,000 tonnes in each of the 1983 and 1984 quota years;

(c) in agreement with the German Democratic Republic, established the tonnages for the German Democratic Republic's exports referred to in article 33 at 100,000 tonnes (white value) in each of the 1983 and 1984 quota years;

(d) noted that, in view of the USSR's reservation in November 1981, the tonnages for the USSR's exports referred to in article 32 in each of the 1983 and 1984 quota years will be considered at its November session;

(e) requested the Executive Director to notify the Secretary-General of the United Nations that the Agreement has been extended for a period of two years (i.e. through 1983 and 1984), pursuant to article 83, paragraph (2), on the basis of the Council's decisions of November 1981 and May 1982."

26 August 1982

KENYA

Agricultural Commodities

Agreement signed at Nairobi June 3, 1982;
Entered into force June 3, 1982.
With minutes of negotiations.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF KENYA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Kenya agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the agreement signed December 31, 1980,[1] together with the following:

PART II. - PARTICULAR PROVISIONS

ITEM I

COMMODITY TABLE

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (DOL MILLIONS)
Rice	1982	15,000	4.4
Wheat	1982	70,000	10.6
		Total	15.0

ITEM II

PAYMENT TERMS

Convertible Local Currency Credit

A. Initial payment - five (5) percent;

B. Currency use payment amount - ten (10) percent for Section 104 (A) purposes;

C. Number of installment payments - thirty-one (31);

D. Amount of each installment payment - approximately equal annual amounts;

E. Due date of first installment payment - ten (10) years after date of last delivery of commodities in each calendar year;

[1] TIAS 9969; 32 UST 4555.

76-827 - 88 - 23

F. Initial interest rate - two (2) percent;

G. Continuing interest rate - three (3) percent.

ITEM III

USUAL MARKETING TABLE

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
Rice	1982	2,400
Wheat/Wheat flour	1982	27,000

ITEM IV

EXPORT LIMITATIONS

A. The export limitation period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which limitations apply:

For the purposes of PART I, ARTICLE III (A) (4) of this agreement, the commodities which may not be exported: for rice--rice in the form of paddy, brown or milled; and for wheat/wheat flour--wheat, wheat flour rolled wheat, semolina, farina, bulgur, or the same products under different names.

ITEM V

SELF-HELP MEASURES

A. The Government of Kenya agrees to undertake self help measures to improve the production, storage, and distribution of agricultural commodities. In addition to supporting programs that will contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture as set forth in Item IV, the following self help measures shall be implemented.

B. The Government of Kenya agrees to undertake the following measures and in doing so to provide adequate financial, technical and managerial resources for their implementation. It will:

1. Establish a special account with Cereals and Sugar Finance Corporation for the deposit of the Kenya Shilling proceeds from the sale of commodities provided by the exporting country.

2. Implement the major recommendations of the Financial Study of the National Cereals and Produce Board to improve the operational efficiency and financial management of the Board.

3. Continue its program to write off the debt to Government of the National Cereals and Produce Board which was accumulated through June 1981. In addition to the sum of Kenya Pounds 15.75 million written off in July 1981 a further Kenya Pounds 7 million will be written off in Kenya fiscal year 1982/83.

4. Prepare and adopt policies and plans for the establishment of a grain security program.

5. As control over smuggling in border districts improves, introduce freer movement of grain within districts and among non-border districts.

ITEM VI

ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO THE IMPORTING COUNTRY ARE TO BE USED

A. The proceeds accruing to the Kenya Government from the sale of commodities financed under this agreement will be used to finance development in the agriculture and rural development sector.

B. Deposited proceeds will be disbursed from the Special Account to support such development programs in the Kenya fiscal years 1982/83 and 1983/84. Specific identification of the programs to be supported will be agreed by an exchange of memoranda between the Kenya Government and USAID. Selected programs in poor rural areas will enable poor smallholders to increase their agricultural production.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Nairobi the third day of June, 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Robert G. Houdek
Charge d'Affairs

Charles E. Costello
Acting Director
USAID/Kenya

FOR THE GOVERNMENT REPUBLIC OF KENYA

Arthur K. Magugu
Minister of Finance

Minutes of Negotiations on a U.S. Public Law 480

Title I[1] Program for U.S. Fiscal Year 1982

Held at Treasury Building on

30th March, 6th April and 27th April, 1982

Participants:

For the Government of Kenya:

Mr. J.G. Karuga	Financial Secretary, Ministry of Finance - Chair
Mr. D.R. Ongalo	Ministry of Finance
Mr. W.P. Mayaka	Ministry of Finance, External Aid Recording
Dr. A.B. Tench	Office of the President
Mr. W.K. Kikwai	National Cereals and Produce Board
Mr. S.G. Karanja	National Cereals and Produce Board
Mr. J. Karanja	Ministry of Agriculture
Mr. J.M. Kabuga	Ministry of Agriculture

For the United States Government:

Ms. A.B. Herrick	Director, USAID
Mr. T. Worrick	USAID - Recording
Mr. H. Norton	Agricultural Attache
Mr. C. Morris	U.S. Embassy

1. Opening Remarks

1.1 The Government of Kenya expressed appreciation for previous American assistance through the PL 480 program. It was observed that the food grains supplied in 1980 and 1981 came at a time when Kenya was faced with food shortages.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

1.2 The recent PL 480 Title I programs have been a good experience in the administration of the PL 480 program and the mechanism is now understood and therefore Government expects successful implementation of future PL 480 programs.

1.3 The Government would like to see agreement reached as soon as possible so as to facilitate early preparation of a suitable timetable of delivery of the grains to Kenya.

1.4 The U.S. shared the view that the mechanism is now understood both in Nairobi and in the Kenyan Embassy in the United States and agreed that the 1982 program should therefore be implemented to the satisfaction of both Governments.

1.5 The U.S. Mission pointed out that the 1982 agreement would be for the U.S. fiscal year 1982, which began October 1, 1981 and will end September 30, 1982. The agreement will incorporate by reference the Preamble and Parts I and III of the Title I agreement signed on December 31, 1980 between the two Governments and will contain specific provisions relating to the 1982 program in a new Part II.

1.6 The Kenyan delegation said that they had studied the prior agreement and were familiar with the general and specific provisions.

2. Value of the Proposed Agreement

It was pointed out that the United States is prepared to provide $15 million for U.S. fiscal year 1982 and that:

2.1 The commodities to be financed must be shipped by September 30, 1982.

2.2 If prices for commodities fall from current estimates the Government of Kenya will be able to purchase a larger quantity up to the value of $15 million.

2.3 If prices rise, the $15 million will constitute a ceiling and the quantity of grains to be provided could be less than currently projected.

3. Commodities Available and Prices

3.1 The participants reviewed correspondence to date.

3.11 On 17th February 1982 the Government of Kenya requested 70,000 metric tons of wheat and 20,000 metric tons of rice.

3.12 On 5th March 1982 USAID asked the Government of Kenya to consider an increase in its request for rice from 20,000 metric tons to 32,000 metric tons.

3.13 On 27th March the Government of Kenya replied that 10,000 metric tons of rice will suffice considering the low average per caput consumption of rice in Kenya and that the need for and request for 70,000 metric tons of wheat is confirmed.

3.14 Extensive verbal discussions were followed by a letter from the Kenya Government on 3rd May restating its position that 70,000 MT of wheat be included with the remaining funds for rice.

3.15 Both parties restated their positions in letters (U.S. May 10th, Kenya May, 12th).

3.2 The U.S. Mission stated that they had authorization from the U.S. Government to offer quantities with estimated values as follows:

Rice	25,000 metric tons	$7,500,000	$300/ton
Wheat	43,000 metric tons	$7,500,000	$174.4/ton

3.3 The Government of Kenya stated that the Food Committee of the Office of the President had considered the U.S. offer and come to the conclusion upon thorough study that the requirement for 70,000 metric tons of wheat is firm.

3.4 The U.S. Agriculture Attache informed the meeting that as of late March the price of rice had fallen to $286 per metric ton "free-along-side" and the price of soft wheat to $144 per metric ton FOB Gulf Port, a 17% reduction. Hard winter wheat was $161 per ton. It would thus be possible for the Government of Kenya to purchase more than 43,000 tons of wheat after allocation for 25,000 metric tons of rice.

3.5 Kenya representatives insisted that 25,000 metric tons of rice is on the high side for Kenya. They also reiterated the Government's firm request for 70,000 tons of wheat and stated that the hard wheats are preferred as imports because these are used to blend with local wheat.

4. Terms of Payment

4.1 A convertible local currency credit will be made on the following terms:

4.11 Initial payment of 5 percent

4.12 Currency Use Payment of 10 percent in Kenya Shillings equivalent.

4.13 40 years maturity including 10 years grace period.

4.14 2 percent interest during grace period and 3 percent thereafter.

4.15 Repayment in 31 approximately equal annual amounts beginning 10 years after the date of last delivery of commodities in each calendar year.

4.2 Kenyan representative reminded the meeting that the Government of Kenya had protested the Currency Use Payment of the prior agreement and that the U.S. Mission had said the provision was not negotiable. They pointed out that the Government of Kenya considers those provision to be an unwelcome hardening of terms. It is well aware that although the payment is made in Kenya Shillings there is no foreign exchange advantage to Kenya as the United States will reduce the number of dollars it brings into the country for its Embassy expenses by the same amount.

5. Commercial Imports

5.1 The U.S. representatives pointed out that the Government of Kenya must assure that commercial imports of rice and wheat from the United States and other friendly countries during U.S. fiscal year 1982 will total as follows:

Rice	2,400 metric tons
Wheat	27,000 metric tons

5.2 It pointed out that USAID is aware that Government of Kenya has purchased 22,500 tons of wheat from commercial sources and asked if the 70,000 requirement should not be reduced by the additional 4,500 tons to be imported to meet the so-called Usual Marketing Requirement for wheat.

TIAS 10468

5.3 The Kenyan representatives stated that the full 70,000 was required from the United States on concessional terms and assured that the Usual Marketing Requirement would be met.

5.4 A similar assurance was given that commercial imports of 2,400 metric tons would be made during the U.S. fiscal year.

6. Prohibition on Exports

6.1 The U.S. Mission pointed out that the agreement will contain a provision that the Government of Kenya will take all possible measures to prevent the export of wheat and rice of domestic or foreign origin during U.S. fiscal year 1982.

6.2 Kenya representatives indicated that they understood the provision.

7. Adequacy of Storage and Distribution Facilities

7.1 U.S. representatives stated that the U.S. Secretary of Agriculture must determine that adequate storage and distribution facilities are available in Kenya to prevent spoilage or waste of the U.S. wheat and rice and asked for assurances on these matters.

7.2 Kenya representatives responded that they did not anticipate problems because the facilities at the port of Mombasa are adequate for handling imports and the grains would quickly be distributed to millers. Thus space in other storage facilities now filling with seasonal puchases would not be required.

8. Possible Disincentive to Domestic Production

8.1 The U.S. asked for and received assurance that the distribution of the commodities would not interfere with domestic production or marketing of those commodities.

9. Shilling Generations

9.1 The U.S. suggested that the Government of Kenya agree to increase support for certain programs to improve agricultural production by applying to

such programs the counter value shillings generated by sale of the U.S. food commodities. The programs would be those to which Government has accorded priority but for which sufficient budgetary resources would otherwise not be available.

9.2 Kenya representatives reported that they were in the process of identifying the programs that might be covered in this manner.

9.3 USAID suggested that the programs chosen should contribute directly to development progress in poor rural areas and enable poor smallholders to increase their agricultural production.

10. Self-Help Measures

10.1 USAID noted that in the past the self-help measures in the agreement have been relatively general and that amendments to Public Law 480, the Agricultural Trade and Development Act of 1954 as amended, now require greater specificity in description of measures to be undertaken and a report of accomplishment to be made twelve months from the date of the signing of the agreement.

10.2 The two parties discussed possible self-help measures such as:

10.11 Lessening of the burden placed on public finances by the National Cereals and Produce Board (NCPB).

10.12 Increase in the efficiency of operations and financial management of NCPB.

10.13 Preparation and adoption of a plan for the NCPB to establish and manage a national grain reserve.

10.14 Reduction of the role of NCPB is seasonal buying and selling of grains outside of times of emergency.

10.15 Encouragement of private participation in buying, transporting and storing grains.

10.3 Kenya stated that the Government is considering the possibility of evolution of the NCPB into an interventionist agency in grain marketing.

10.4 Kenya representatives described the steps already taken and to be taken to write off the debt of the NCPB. It has been agreed that Kenya Pounds 36.83 million owed to the Cereals and Sugar Finance Corporation through June 1981 will be written off. In July 1981 Kenya Pounds 15.75 was written off. The balance will be written off in installments of Kenya Pounds 7 million per year through the budget commencing in Kenya fiscal year 1982/83. They reported that a consulting firm has recently carried out a study of the operations and financial management of the Board and that certain measures recommended would be undertaken. They agreed that the proceeds of sale of the grains should be placed in a designated Government account, probably an account of the Cereals and Sugar Finance Corporation.

10.5 Kenya representatives pointed out that measures have already been undertaken to ensure sufficient storage facilities in future. A consulting firm has commenced feasibility studies on national grain storage to be completed in the near future. Japan International Cooperative Agency has recently reported on a study of grain storage up country. USAID is assisting with the On-Farm Grain Storage Project in Western Kenya. The forthcoming World Bank project will finance a major marketing and storage analysis.

10.6 Various measures to encourage the private sector role in handling of grains and to reduce Government controls, including decontrol of inter-district movement, were discussed. Government representatives stated that private sector participation in grain marketing was under consideration. They pointed out that smuggling problems on several borders and shortage of supplies have retarded the introduction of some desired structural changes. However, as control over smuggling improves, they expect that freer movement of grain will be introduced within districts and among non-border districts.

10.7 The results of consideration of self-help measures are reflected in Part II Item V of the agreement.

11. Reporting Requirements

11.1 U.S. representatives reviewed the reporting requirements under the agreement pointing out that the supply year ends September 30, 1982 but the reporting periods extend beyond that date:

11.11 A Shipping and Arrival Report providing information on each shipment of commodities is to completed promptly.

11.12 Quarterly reports are due on:

Progress toward fulfilling the Usual Marketing Requirements.

Measures taken to assure that the United States obtains a fair share of increase in commercial purchases.

Imports of rice and wheat by country of origin and exports by country of destination.

11.13 Periodic reports on the use of counter value shillings, as requested by USAID but at least once per annum.

11.14 A report on progress in carrying out self-help measures as of September 30, 1982, due November 15, 1982, and a final report, due June 15, 1983, of all measures taken through April 30, 1983.

11.2 NCPB representatives indicated that they understand the regular reporting requirements and USAID confirmed that reports have met the requirements.

11.3 It was pointed out by the U.S. representatives that the report on self-help measures due November 15, 1981 had not yet been received. It was promised (and received April 13, 1982).

12. Operational Reporting Cable

12.1 The U.S. representatives reviewed the necessity for an Operational Reporting Cable and actions by the Kenya Embassy in Washington.

12.2 The Government of Kenya noted that it now has had experience in these matters and foresees no problems in implementing the program.

13. Final Negotiation

13.1 As the parties were in agreement with the exception of the commodity mix the U.S. Ambassador met 21 May with the Permanent Secretary, Office of the President. It was then agreed to adjust the commodity mix to allow $ 10.6 million for the purchase of wheat and $ 4.4 million for the purchase of rice.

BAHRAIN

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Bahrain and Washington April 22 and July 28, 1982;
Entered into force August 1, 1982.

INTERNATIONAL EXPRESS

MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF BAHRAIN

AND

THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Bahrain and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 5881, 7150, 8231, 9972; 16 UST 1291; 22 UST 1056; 27 UST 345; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement.

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the name and address of the designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 10 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other adminsitration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 20 Temporary Suspension of Service

1. Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the service.

2. Notice of such suspension shall be given immediately to the other administration.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

Done in duplicate and signed at BAHRAIN on THURSDAY the 22ND day of APRIL, 1982, and at Washington, D.C. on the 28 day of July, 1982

FOR THE POSTAL ADMINISTRATION OF BAHRAIN

[2]

ADVISOR

FOR THE UNITED STATES POSTAL SERVICE:

[3]

Assistant Postmaster General
International Postal Affairs

[1] Aug. 1, 1982.
[2] C. E. Mead.
[3] W. E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF BAHRAIN

AND

THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Bahrain and the United States Postal Service.

Article 101 Information to be Supplied By The Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Samples of Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall accompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

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Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Check of International Express Mail

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall check the dispatch to confirm its conformity with the air mail delivery bill.

2. The contents of each dispatch shall be checked as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed in writing.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in

each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and notices of irregularities to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall come into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

TUNISIA

Agricultural Commodities

Agreement signed at Tunis August 27, 1981;
Entered into force August 27, 1981.
With minutes of negotiation.

AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF TUNISIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Tunisia agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Title Agreement signed on June 7, 1976,[1] together with the following Part II.

Part II

Part II - Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	57,000	Dollars $10.0
Total		57,000	Dollars $10.0

Item II. Payment Terms: Dollar Credit

1. Initial Payment: Twenty (20) percent;
2. Currency Use Payment: None;
3. Number of Installment Payments: Nineteen (19);
4. Payments: Approximately equal annual installments;
5. Due Date of First Installment Payment: Two (2) years after the date of last delivery of commodities in each calendar year;
6. Initial Interest Rate: Three (3) percent.
7. Continuing Interest Rate: Four (4) percent.

[1] TIAS 8506; 28 UST 1234.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1931	322,000

Item IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1981 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A 4. of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a diffent name).

Item V. Self-Help Measures:

A. The Government of Tunisia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and to enable the poor to participate in increasing agricultural production through small farm agriculture.

B. The Government of Tunisia agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Agricultural Production Inputs and Credit:

A. Increase the accessibility to the small farmer of agricultural production inputs and knowledge regarding their utilization. As part of this effort, the Government of Tunisia will continue to encourage the public, private and cooperative entities to improve

the distribution of sales points for fertilizers, pesticides, herbicides, and improved seeds; and to attempt to insure that adequate supplies of these inputs and credit are available to farmers during peak periods.

B. Reinforce agricultural credit, as a major step toward increased agricultural production. Accelerate the effort to certify land titles of small farmers, in order to determine their credit worthiness. Further increase the use of supervised credit, to extend programs to small farmers and to promote more integrated agriculture. Continue to improve administrative arrangements in agricultural credit management.

2. Research, Extension and Education:

A. Intensify training for extension agents and farmers and increase the links between the extension service and research institutes including the Le Kef Institute and other appropriate establishments. Extension agents will receive regular inservice training at specialized institutions to acquaint themselves with appropriate applied technologies. In addition, the Government of Tunisia will continue to increase activities undertaken at the regional level by offices under the Ministry of Agriculture to intensify applied research, and to test and demonstrate on dryland agriculture.

B. Develop programs in soil conservation and rehabilitation to educate all age groups of the population as to the importance of these matters. The programs shall be a part of the national effort to preserve Tunisia's arable land and to reverse its continuing deterioration.

3. Central Tunisia Rural Development Program:

A. Continue support for the program of the Central Tunisia Rural

Development Authority with emphasis on the agricultural activities, as well as those activities in potable water development and health nutrition education which are designed to increase the income and to meet the basic needs of the poor population of Central Tunisia.

4. Food Security:

A. Continue support for programs to increase the storage and handling capacity for basic agricultural commodities, especially cereals, at community, regional and national levels.

B. Develop and implement procedures for accurate identification and documentation of commodity loss and damage at discharge port.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to Tunisia for the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the Agreement, and for the following development sectors: agricultural and rural development, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE AT TUNIS, this twenty-seventh day of August, 1981, in two original copies in both the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

David L. Mack

DAVID L. MACK
CHARGE D'AFFAIRES AD INTERIM
EMBASSY OF THE UNITED STATES
OF AMERICA AT TUNIS

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

AHMED BEN ARFA
DIRECTOR GENERAL OF
INTERNATIONAL COOPERATION

[SEAL]

ACCORD CONCLU ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET

LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE
EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne conviennent de la vente de produits agricoles ci-dessous mentionnés, dans le cadre du programme du Titre I de la PL 480. Cet Accord est composé du préambule et des Parties I et III de l'Accord signé le 7 Juin 1976, ainsi que de la Partie II ci-après.

PARTIE II - DISPOSITIONS PARTICULIERES

Article I. Tableau des Produits:

Produits	Période de livraison (Année Fiscale Américaine)	Quantité approximative (Tonnes Métriques)	Valeur Maximale sur le marché d'exportation (Millions de Dollars)
Blé/Farine de Blé (sous forme de grains)	1981	57.000	$10,0
	Total	57.000	$10,0

Article II. Modalités de Paiement: Crédit en Dollars

A) Paiement initial - vingt (20) pour cent.

B) Paiement pour l'utilisation du pays exportateur : néant.

C) Nombre de versements - dix-neuf (19).

D) Versements : en tranches annuelles à peu près égales.

E) Date d'échéance du premier versement - deux (2) ans après la date de dernière livraison pour chaque année civile.

F) Taux d'intérêt du paiement initial - trois (3) pour cent.

G) Taux d'intérêt des autres paiements - quatre (4) pour cent.

Article III. Tableau des Achats Commerciaux Habituels :

Produit	Période d'Importation (Année Fiscale Américaine)	Achats Commerciaux Habituels Requis (Tonnes Métriques)
Blé/Farine de blé (sous forme de grains)	1981	322.000

Article IV. Limitation des Exportations :

A) La période limite des exportations sera l'année fiscale américaine 1981 ou toute année fiscale subséquente durant laquelle les produits financés dans le cadre de cet Accord seront importés ou utilisés.

B) Aux fins de l'Article III A) 4) de la Partie I de cet Accord, les produits non exportables sont: le blé, la farine de blé, les flocons de blé, la semoule, la farine, ou bulgur (ou le même produit différemment nommé).

Article V. Mesures d'Auto-Assistance :

A) Le Gouvernement Tunisien accepte d'entreprendre des mesures d'auto-assistance pour améliorer la production, le stockage et la distribution des produits agricoles. Les mesures suivantes d'auto-assistance seront exécutées afin de contribuer directement aux progrès de développement dans les zones rurales déshéritées et permettre aux pauvres de participer à l'accroissement de la production agricole dans les petites exploitations.

B) Le Gouvernement Tunisien accepte d'entreprendre les activités suivantes, et, ce faisant, de fournir les ressources financières et techniques, ainsi que le personnel d'encadrement requis pour leur réalisation.

1) Intrants et Crédit pour la Production Agricole

(a) Augmenter les possibilités d'accès des petits exploitants, tant aux intrants de production agricole qu'aux techniques relatives à leur utilisation. Dans ce cadre, le Gouvernement Tunisien continuera d'encourager les organismes tant des secteurs public et privé que coopératif à améliorer la répartition des points de vente des engrais, des pesticides, des désherbants et des semences sélectionnées et à essayer d'assurer un approvisionnement adéquat des agriculteurs en intrants et en crédit, et ce notamment, pendant les périodes de pointe.

(b) Renforcer le crédit agricole, en tant qu'étape importante sur la voie d'une production agricole accrue. Accélérer la procédure de l'homologation des titres de propriété des petits exploitants agricoles afin de pouvoir déterminer leur degré de solvabilité. Augmenter davantage l'usage du crédit supervisé pour étendre les programmes aux petits agriculteurs et pour favoriser une agriculture plus intégrée. Continuer à améliorer les dispositions administratives dans la gestion du crédit agricole.

2) Recherche, Vulgarisation et Education

(a) Intensifier la formation des agents vulgarisateurs et des agriculteurs et accroître les liens entre les services de vulgarisation et les instituts de recherche, y compris l'institut du Kef et d'autres établissements appropriés. Les agents vulgarisateurs recevront des cycles de perfectionnement et de recyclage dans des institutions spécialisées pour se familiariser avec les technologies appliquées les plus adéquates. De plus, le Gouvernement Tunisien continuera à accroître les activités entreprises à l'échelle régionale par les Offices qui relèvent du Ministère de l'Agriculture, pour intensifier les essais et les démonstrations de recherche appliquée dans l'agriculture en sec.

(b) Développer des programmes de revalorisation et de conservation des sols, en vue d'éduquer les groupes de population de tout âge quant à l'importance de ces matières. Ces programmes feront partie de l'effort national pour préserver les terres arables de la Tunisie et renverser la tendance à la détérioration.

3) Programme de Développement Rural de la Tunisie Centrale

(a) Continuer d'apporter son appui au programme de Développement Rural de la Tunisie Centrale en mettant l'accent sur les activités agricoles, ainsi que sur les actions de développement relatives à l'adduction d'eau potable et à l'éducation sanitaire et nutritionnelle. La réalisation de ces activités est de nature à augmenter le revenu des populations pauvres de la Tunisie Centrale et à les aider à satisfaire leurs besoins élémentaires.

4) Sécurité Alimentaire

(a) Continuer à appuyer les programmes destinés à accroître la capacité de manutention et de stockage des produits agricoles de première nécessité, et en particulier des céréales, et ce aux niveaux

national, régional et communautaire.

(b) Développer et appliquer des procédures permettant d'identifier et d'établir avec précision les pertes ou avaries subies par les produits agricoles au port de déchargement.

Article VI. Buts de Développement Economique auxquels doit être affecté le Produit des Ventes revenant au pays importateur

A) Le montant des sommes que la Tunisie tirera de la vente des produits agricoles financés au titre de cet Accord, servira à financer les mesures d'auto-assistance énoncées dans l'Accord, et les secteurs suivants de développement rural et agricole conçu de manière à permettre aux populations pauvres du pays bénéficiaire un accès accru à un approvisionnement alimentaire adéquat, nutritif et stable.

B) A cet effet, en utilisant le produit des ventes, on devra s'attacher à améliorer directement, d'une part, les conditions de vie des populations les plus pauvres du pays bénéficiaire et, d'autre part, leur capacité de participer au développement de leur pays.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Tunis, le Jeudi 27 Août 1981, en deux exemplaires originaux en langue française et en langue anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT
DES ETATS-UNIS D'AMERIQUE

David L. Mack

DAVID L. MACK
CHARGE D'AFFAIRES AD INTERIM
AMBASSADE DES ETATS-UNIS
D'AMERIQUE A TUNIS

[SEAL]

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE TUNISIENNE

AHMED BEN ARFA
DIRECTEUR GENERAL DE LA
COOPERATION INTERNATIONALE

[SEAL]

PUBLIC LAW 480 TITLE I[1] SALES AGREEMENT

MINUTES OF NEGOTIATION

During the month of Ausust, 1981, representatives of the Republic of Tunisia's Ministry of Foreign Affairs, Ministry of Plan and Finances and Ministry of Agriculture, met in a series of meetings with representatives of the U.S. Embassy and the A.I.D. Mission to negotiate an agreement amending certain portions of the June 7, 1976 Title I Public Law 480 (PL 480) Sales Agreement between the Government of the United States of America and the Government of the Republic of Tunisia.

SECTION I - SELF-HELP

1. During the negotiations, the U.S. representatives explained that Section 109(A) of PL 480 requires that, before entering into agreements for sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase the percapita production and improve the means for storage and distribution of agricultural commodities. Furthermore, it is necessary to take into particular account the extent to which these measures are being carried out in ways designed to contribute directly to the development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

2. In addition, it was pointed out that Section 106(B) provides that in negotiating sales agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient country's people. Greatest emphasis is required to be placed

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

on the use of such proceeds to carry out programs of agricultural development, rural development, nutritional planning and population planning.

3. Throughout the discussions, it was noted that this 1981 Agreement was separate from the multi-year Title I Agreement which has been informally proposed to begin in U.S. fiscal year 1982. At the same time, it was agreed that certain preliminary steps in the Tunisian fertilizer program, which the multi-year Title I program would support, would be started now, with support from the proceeds of the Agreement.

4. First among these is a sample survey of small and medium farmers to be conducted by the Ministry of Agriculture which would establish baseline data for the multi-year program about small and medium farmers' use, access and knowledge of nitrogenous fertilizer. This survey, while not large, would be carefully stratified in terms of climatic regions, distance from principal towns, distance from roads and distance from the Office of Cereals (Office des Céréales) collection and sales points.

5. The Planning Department of the Ministry of Agriculture also agreed a number of other studies would be completed leading to decisions about specific multi-year program actions which would be supported by the multi-year activity, when and if authorized, agreed and implemented. Specifically:

a. A study of the degree to which private sector retailers (particularly small merchants in remote villages) would be stimulated by changes in the marketing margins and other possible incentives. This study would be launched in time to be completed in January, 1982, in time for decisions

in March, 1982, on whether or not to make adjustments in marketing margins and other possible incentives.

b. A study of proposed GOT policy to establish reserve fertilizer stocks to be completed by December, 1981, in time for decisions in January, 1982, on whether or not to increase fertilizer tenders for reserve purposes.

c. A study of existing public and private sector fertilizer storage capacities to be completed by November, 1981.

d. Stepped-up agronomic studies of fertilizer response in major Tunisian crops under local soil and climatic conditions.

e. Preparation for expansion of soil testing through existing facilities and others to be established.

f. A comparative study of the costs of alternative ways of providing fertilizer credit to be completed by July, 1982, in time for decisions to be made the following summer.

6. With respect to the specific Self-Help Measures of this year's Agreement, these were found to be generally self-explanatory. However, both sides stressed that among the credit Self-Help Measures the Tunisian Government would continue to take, special attention would be paid to the collection of repayments from borrowing farmers.

7. To this end, special attention would be given by Tunisia to the continued improvement of the procedures of the National Bank of Tunisia (Banque National de Tunisie, BNT) for the recording, processing and collection of farm credit information, including the procedures for individual credit account recording. The special small-farmer credit unit of

the BNT would be further strengthened as part of this effort.

8. It was agreed that the accelerated effort to certify land titles will result in the granting of a larger number of possession certificates at a faster rate.

9. With respect to the Self-Help Measure concerning the training of extension agents and the links between the extension agents and the research services, it was especially noted that two-way communication flows had to be encouraged between agents and farmers, on one hand, and agents and researchers on the other.

10. In discussing the implementation of the Self-Help Measure Item V.B.2.B.: "Develop programs in soil conservation and rehabilitation to educate all age groups of the population...", it was agreed that the Department of Education, Research and Extension (Direction de l'Enseignement, de la Recherche et de la Vulgarisation) and the Extension Service Support Unit (Cellule de Soutien au Service de Vulgarisation) of the Central Tunisia Development Authority, in its activity zone, could make important contributions. Both would be preparing materials for use in schools and among the general public for this purpose.

SECTION II - SUPPLEMENTAL INFORMATION

During these meetings, the terms of the proposed Agreement were reviewed and approved by all parties. In addition, the U.S. representatives explained that in order to expedite (a) the signing of the Agreement and (b) the implementation of the Agreement after signature, including the timely purchase and shipment of commodities not later than September 30, 1981,

the Government of the Republic of Tunisia should:

1. Advise the U.S. Embassy in Tunisia the following information:

a. Type and grade of commodity to be purchased in accordance with official U.S. commodity (grain) grading standards.

b. Proposed contracting and delivery schedule, i.e., delivery means the delivery of grain to the vessels in U.S. ports.

c. Assurances that appropriate Government of Tunisia authorities are prepared to make prompt transfer of funds to cover (1) the initial payment of twenty (20) percent and (2) the ocean freight costs for commodities purchased under the Agreement.

d. Name and complete address of (1) the bank in Tunisia and (2) the U.S. commercial bank through which Letters of Credit will be opened for commodity and ocean freight payments.

e. Assurances that adequate storage and handling facilities will be available at the time the commodities purchased under the Agreement are exported from the U.S. to prevent unreasonable loss or spoilage.

f. Assurances that the provision of the commodities financed under the Agreement would not act as a substantial disincentive to Tunisia's domestic agricultural production and marketing efforts.

2. Provide the Embassy of the Government of Tunisia in Washington with:

a. Information described in paragraphs 1.a., b., c., and d. above.

b. Complete instructions for and the authority to promptly request commodity Purchase Authorizations in writing, to purchase commodities and to contract for ocean transportation (including the appointment of purchasing and/or shipping agents, if applicable).

c. Instructions to contact the Program Operations Division, Export Credits Section, Foreign Agricultural Service, U.S. Department of Agriculture (Telephone: (Area Code 202) 447-5780) for further assistance in implementing the Agreement.

SECTION III - OPERATIONAL DATA

The U.S. representatives called attention to various operational procedures and reporting requirements as discussed below:

1. Public Law 480 Title I Regulatory and Legislative requirements mandate that purchases of agricultural food commodities under Title I agreements must be made on the basis of Invitations for Bids (IFB's) publicly advertised in the United States and on the basis of Bids (offers) which must conform to the IFB's. Bids must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive and responsive bid procedures.

2. Terms of all IFB's (including IFB's for ocean freight) must be approved, prior to issuance, by the General Sales Manager, Foreign Agricultural Service, U.S. department of Agriculture.

3. Commissions, fees or other payments to any selling agent, employed or engaged by the supplier to obtain a contract, are prohibited in any purchase of food commodities under Title I agreements.

4. If the Government of Tunisia nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Tunisia must notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in writing, of such a nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

5. The Government of Tunisia must take appropriate measures to ensure that operable and irrevocable Letters of Credit for both commodity and ocean freight payments will be issued, advised or confirmed by a U.S. commercial bank designated by the Government of Tunisia, as soon as commodities are purchased and ocean freight is booked.

6. Letters of Credit for all (100 percent) ocean freight costs must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in U.S. dollars in favor of the ocean transportation supplier on the basis of the tonnage and rates specified in the applicable charter party or booking note. Furthermore, commodity and ocean

freight suppliers may refuse to load vessels when acceptable Letters of Credit for payments of commodity or ocean freight costs are not available at the time of vessel loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

7. If an ocean freight contract provides for demurrage/dispatch, ninety (90) percent of the ocean freight must be paid promptly on arrival of the cargo. The remaining ten (10) percent, less dispatch if any, should be paid promptly to the carrier upon completion of the laytime statement. If there is any dispute as to the amount of dispatch, the vessel owner should receive that portion of the final ten (10) percent which is not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not deducted from the ocean freight payments.

8. Reporting is an essential part of the PL 480 Title I sales program; timely submission of various reports is important because the information in them must be presented to the U.S. Congress on a regular schedule. Accordingly, the Government of Tunisia is responsible for the timely submission of the following reports: Compliance Progress; Shipping and Arrival Information (ADP) Sheets; Self-Help; and Uses of Sales Proceeds, as required under the Standard Provisions of the Agreement.

9. A listing of the timing for submission of the reports to the U.S. Embassy is as follows:

a. Progress Report on Compliance: Quarterly twenty (20) days after the close of each quarter, i.e., due on January 20, April 20, July 20, and October 20.

b. Progress Report on Self-Help: Annually sixty (60) days after the close of the U.S. fiscal year, i.e., due on December 1.

c. Shipping and Arrival Information (ADP) Sheets: For each shipment, ten (10) days after receiving from the U.S. Embassy the pertinent sheet covering each shipment.

d. Use of Sales Proceeds: Annually nine (9) months after the close of each Tunisian fiscal year.

DONE AT TUNIS, this twenty-seventh day of August, 1981.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

ACCORD DE VENTES DU TITRE I DE LA LOI PUBLIQUE 480

PROCES-VERBAL DES NEGOCIATIONS

Des représentants des Ministères des Affaires Etrangères, du Plan et des Finances et de l'Agriculture de la République Tunisienne ont tenu, au cours du mois d'Août 1981, une série de réunions avec des représentants de l'Ambassade des Etats-Unis d'Amérique et de la Mission A.I.D. pour négocier un Accord amendant certaines parties de l'Accord de Ventes du Titre I de la Loi Publique 480 (PL 480) signé le 7 juin 1976 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Tunisienne.

SECTION I - AUTO-ASSISTANCE

1. Durant les négociations, les représentants américains ont expliqué que la Section 109(A) de la PL 480 stipule que, avant de signer des accords sur la vente de produits, il sera tenu compte du niveau des efforts entrepris par le pays récipiendaire dans la mise en oeuvre des mesures d'auto-assistance destinées, d'une part à accroitre la production agricole par tête d'habitant et, d'autre part, à améliorer les installations d'entreposage et le réseau de distribution des produits agricoles. En outre, il sera particulièrement tenu compte des méthodes d'exécution des mesures destinées, d'une part, à contribuer directement au développement du progrès des régions rurales pauvres et, d'autre part, à inciter la participation active des populations déshéritées dans l'accroissement de la production des petites exploitations agricoles.

2. En outre, il a été mentionné que la Section 106(B) stipule que, en négociant des accords de ventes, on devra particulièrement insister sur le fait que l'utilisation du produit de ces ventes doit être axée sur les objectifs liés directement à l'amélioration des conditions de vie des populations les plus pauvres du pays récipiendaire. Ainsi, il est exigé que le

produit de ces ventes doit servir à la réalisation de programmes de développement agricole, de développement rural, de planification nutritionnelle et de planning familial.

3. Durant les discussions, il a été noté que l'Accord actuel pour 1981 constitue un accord indépendant de l'accord pluriannuel qui commencerait pendant l'année fiscale U.S. 1982 tel que prévu à titre officieux. En même temps il a été convenu que certaines dispositions préliminaires d'inscrivant dans le cadre du programme pluriannuel d'engrais, auquel le programme pluriannuel du Titre I servirait de support, devraient commencer dès maintenant moyennant le produit des ventes découlant du présent Accord.

4. Parmi ces dispositions, il y aurait lieu d'abord à ce que le Ministère de l'Agriculture procède à une enquête sur échantillon des petits et moyens exploitants agricoles; cette enquête établirait les données de base du programme pluriannuel au niveau des petits et moyens exploitants agricoles concernant, d'une part l'utilisation et la disponibilité des engrais azotés et, d'autre part leur connaissance à cet égard. Cette enquête, sans être d'une grande envergure serait soigneusement stratifiée du point de vue régions climatiques, éloignement à partir des grandes villes, éloignement à partir des routes et des centres de collecte et de vente de l'Office des Céréales.

5. La Direction de la Planification du Ministère de l'Agriculture a également convenu qu'un certain nombre d'autres études seraient réalisées. Ces dernières permettraient la prise de décisions relatives à des actions spécifiques dont la réalisation s'échelonnerait sur plusieurs années et qui seraient soutenues par le programme pluriannuel du Titre I dans la mesure où ce dernier est autorisé, agréé et mis en exécution. Plus particulièrement il s'agit de:

a. Une étude de la mesure dans laquelle les détaillants du secteur privé (notamment les petits marchands des villages éloignés) se trouveraient stimulés par des marges bénéficiaires différentes et par d'autres incitations éventuelles. Cette étude devrait être lancée à temps pour être achevée en

Janvier 1982 en vue de permettre la prise de décisions en Mars 1982 concernant l'application ou non d'ajustements des marges bénéficiaires et d'autres mesures incitatives éventuelles.

b. Une étude de la politique envisagée du Gouvernement Tunisien concernant l'établissement de stocks de réserves d'engrais devrait être achevée en Décembre 1981 en vue de permettre la prise de décisions en Janvier 1982 concernant l'augmentation ou non des marchés passés pour l'acquisition d'engrais et ce dans le cadre de la constitution de stocks de réserves.

c. Une étude des capacités de stockage d'engrais existantes relevant tant des secteurs public que privé, devrait être achevée en Novembre 1981.

d. Des études agronomiques poussées concernant la réaction du rendement des principales cultures tunisiennes à l'application d'engrais dans des conditions locales de climat et de sol.

e. La préparation de l'expansion des analyses du sol au moyen des installations existantes et d'autres à créer.

f. Une étude comparative des coûts des différentes alternatives en vue de fournir des crédits pour l'acquisition d'engrais, devrait être achevée en Juillet 1982 pour permettre la prise de décisions l'été suivant.

6. En ce qui concerne les Mesures spécifiques d'Auto-Assistance au titre de l'Accord de cette année, il a été constaté que ces mesures, en général, s'expliquaient d'elles-mêmes. Cependant, les deux parties ont souligné que parmi les Mesures d'Auto-Assistance dans le domaine du crédit agricole que le Gouvernement Tunisien continuerait à prendre, une attention particulière serait accordée aux recouvrements des prêts consentis aux exploitants emprunteurs.

7. A cette fin, une attention toute particulière serait accordée par la Tunisie à la poursuite de l'amélioration des procédures de la Banque Nationale de Tunisie (BNT) en matière d'enregistrement, de traitement, et de collecte d'informations inhérents au crédit agricole, y compris les procédures sur la tenue de dossiers individuels de comptes de crédit. La cellule spéciale de la BNT, qui s'occupe du crédit agricole au profit des petits exploitants serait renforcée davantage dans le cadre de cet effort.

8. Il a été convenu que l'effort accéléré dans la procédure d'homologation des titres de propriété se traduira par l'attribution d'un plus grand nombre de certificats de possession à un rythme plus rapide.

9. En ce qui concerne la Mesure d'Auto-Assistance concernant la formation des vulgarisateurs et des liens entre ces derniers et les services de la recherche, il a été souligné que la communication dans les deux sens doit être encouragée tant entre les vulgarisateurs et les exploitants, qu'entre les vulgarisateurs et les chercheurs.

10 Lors de la discussion de l'exécution de la Mesure d'Auto-Assistance Article V.B.2.B.: "Développer des programmes de revalorisation et de conservation des sols en vue d'éduquer les groupes de population de tout âge...", il a été convenu que la Direction de l'Enseignement, de la Recherche et de la Vulgarisation du Ministère de l'Agriculture et la Cellule de Soutien au Service de Vulgarisation de l'Office de Développement de la Tunisie Centrale dans sa zone d'activités, pourraient y apporter un important concours; toutes deux seraient appelées à préparer des documents destinés à être utiles, à cet ĝard, dans les écoles et parmi le grand public.

SECTION II - INFORMATIONS SUPPLEMENTAIRES

Durant ces réunions, les clauses de l'Accord proposé ont été examinées et approuvées par toutes les parties. En outre, les représentants américains ont expliqué que dans le but d'accélérer (a) la signature de l'Accord et

(b) la mise en exécution de l'Accord après signature, y compris l'achat et l'expédition à temps par bateau des produits avant le 30 septembre 1981, le Gouvernement Tunisien devrait:

1. Fournir à l'Ambassade des Etats-Unis d'Amérique les renseignements suivants:

a. Type et grade des céréales à acheter en respectant les normes officielles de qualité des produits (céréales) appliquées aux Etats-Unis.

b. Proposition d'un calendrier pour la passation des contrats et de la livraison, livraison veut dire livraison des céréales aux bateaux dans les ports américains.

c. Des assurances que les autorités compétentes du Gouvernement Tunisien sont prêtes à effectuer des transferts rapides de fonds pour assurer (1) le paiement initial de vingt pour cent (20%) et (2) le paiement du montant du frêt maritime correspondant aux produits achetés au titre de l'Accord.

d. Le nom et l'adresse complète de (1) la banque tunisienne et (2) de la banque commerciale américaine par l'intermédiaire de laquelle des Lettres de Crédit pour le paiement des produits et du frêt maritime seront ouvertes.

e. Des assurances que des installations adéquates pour le stockage et la manutention seront disponibles au moment où les produits achetés au titre de l'Accord quitteront les Etats-Unis et ce, afin d'éviter toutes pertes ou avaries anormales.

f. Des assurances que la fourniture des produits financés au titre de l'Accord n'entravera pas d'une manière significative les efforts entrepris par le Gouvernement Tunisien dans les domaines de la production agricole et de la commercialisation.

2. Donner à l'Ambassade de Tunisie à Washington:

a. Les renseignements décrits aux paragraphs 1.a., b., c. et d. ci-dessus.

b. Des directives complètes et les pouvoirs nécessaires pour habiliter l'Ambassade de Tunisie à Washington à demander par écrit les Autorisations de Cession des produits, à procéder à l'acquisition des produits et à passer des contrats pour le transport maritime (y compris la désignation des agents responsables des achats et/ou des agents maritimes, si nécessaire).

c. Des directives pour contacter la "Program Operations Division, Export Credits Section, Foreign Agricultural Service", du Ministère Américain de l'Agriculture (Téléphone: (Indicatif 202) 447-5780) au cas où davantage d'aide s'avérerait nécessaire en vue de l'exécution de l'Accord.

SECTION III - DONNEES OPERATIONNELLES

Les représentants américains rappelèrent certaines procédures opérationnelles et exigences en matière de rapports tel que cela est présenté ci-dessous:

1. Les Dispositions Réglementaires et Législatives requises par la Loi Publique 480, Titre I, prévoient que l'achat des produits agricoles alimentaires au titre de l'Accord du Titre I doit être fait au moyen d'appels d'offres publics publiés aux Etats-Unis; les offres soumises devront répondre aux critères spécifiés dans les appels d'offres. La réception et l'ouverture des plis se feront en séance publique aux Etats-Unis. Toutes les adjudications au titre des appels d'offres doivent se conformer aux procédures requises pour les offres publiques, concurrentielles et répondre aux critères définis.

2. Les dispositions de tous les Appels d'Offres (y compris celles des appels d'offres pour frêt maritime) doivent être approuvées par le "General Sales Manager, Foreign Agricultural Service" du Ministère Américain de l'Agriculture, avant la publication de ces derniers.

3. Le paiement de commissions, gratifications ou autres à tout agent vendeur que ce soit, employé ou engagé par le fournisseur pour l'obtention d'un contrat, est prohibé et ce pour toute opération d'achat de produits conclue en vertu d'accords du Titre I, PL 480.

4. Si le Gouvernement Tunisien nomme un agent responsable des achats ou un agent maritime pour l'acquisition des produits ou pour effectuer les démarches pour le transport maritime au titre de l'Accord, le Gouvernement Tunisien doit notifier par écrit cette nomination au "General Sales Manager, Foreign Agricultural Service" du Ministère Américain de l'Agriculture et joindre une copie du projet de contrat à passer avec l'agence proposée. La nomination de tous les agents maritimes ou responsables des achats doit être approuvée par le "General Sales Manager, Foreign Agricultural Service" du Ministère Américain de l'Agriculture, conformément aux mesures réglementaires prévues, afin d'éliminer de possibles conflits d'intérêt.

5. Des mesures conséquentes doivent être prises par le Gouvernement Tunisien pour s'assurer que des Lettres de Crédit en règle et irrévocables pour le paiement des produits et du frêt maritime seront ouvertes, notifiées ou confirmées par une banque commerciale américaine désignée par le Gouvernement Tunisien dès que les produits seront achetés et réservation effectuée pour le transport maritime.

6. Des Lettres de Crédit doivent être ouvertes pour la totalité (cent pour cent) du coût du frêt maritime au plus tard quarante-huit (48) heures avant la présentation du bateau pour le chargement, permettant un paiement à vue ou l'acceptation d'une traite libellée en dollars U.S. en faveur du transporteur maritime sur la base du tonnage et de taux spécifiés dans la

charte partie correspondante ou l'engagement d'affrètement. En outre, on a fait remarquer que des fournisseurs de produits et des transporteurs peuvent refuser de charger les bateaux si des Lettres de Crédit acceptables pour le paiement des produits ou du frêt maritime ne sont pas disponibles au moment du chargement. Ceci peut entrainer une demande en dommages et intérêts élevés par les armateurs (pour surestarie) et par les fournisseurs de produits (pour frais d'immobilisation).

7. Si un contrat de frêt maritime prévoit des indemnités de surestarie/dispatch, quatre-vingt dix (90) pour cent du montant du frêt maritime doivent être payés à l'arrivage de la cargaison. Les dix (10) pour cent restants, moins l'éventuel dispatch, devront être payés au transporteur aussitôt l'état d'estarie établi. S'il existe un litige quelconque sur le montant du dispatch, l'armateur devra percevoir cette portion des dix (10) pour cent restants non contestés. Des recours contre le transporteur pour pertes ou avaries de la cargaison devraient être effectués selon les procédures en usage; cela ne saurait donner lieu à des retenues sur les paiements au titre du frêt maritime.

8. La soumission des rapports constitue une part essentielle du Programme de Ventes du Titre I, PL 480; il est important de soumettre ces rapports en temps opportun afin que les renseignements qui y figurent puissent être présentés au Congrès Américain à dates fixes. En conséquence, il incombe au Gouvernement Tunisien de soumettre en temps opportun les rapports suivants: le rapport de conformité (Compliance Progress), les rapports d'Expédition et d'Arrivée des produits, le rapport d'Auto-Assistance, et le rapport sur l'Utilisation du Produit des Ventes, ainsi que le requièrent les Dispositions Générales de l'Accord.

9. Une liste des dates de soumission, desdits rapports, à l'Ambassade Américaine est établie ci-après:

76-827 - 88 - 25

a. Rapport de Conformité: Trimestriel - vingt (20) jours après la fin de chaque trimestre, c'est-à-dire les 20 janvier, 20 avril, 20 juillet et 20 octobre.

b. Rapport d'Auto-Assistance: Annuel - soixante (60) jours après la fin de l'année fiscale américaine, c'est-à-dire le 1er décembre.

c. Rapports d'Expédition et d'Arrivée des produits: pour chaque cargaison, dix (10) jours après soumission par l'Ambassade Américaine des relevés y afférents.

d. Rapport sur l'Utilisation du Produit des Ventes: Annuel - neuf (9) mois après la clôture de l'année budgétaire tunisienne.

FAIT A TUNIS, le vingt-septième jour d'Août 1981

POUR LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

EGYPT

Economic Assistance: Telecommunications

Agreement amending the agreement of December 30, 1979.
Signed at Cairo August 16, 1982;
Entered into force August 16, 1982.

A.I.D. Project No. 263-0117

FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
TELECOMMUNICATIONS III

Dated: AUGUST 16, 1982

First Amendment, dated August 16, 1982 to the Grant Agreement, dated December 30, 1979[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Telecommunications III.

SECTION 1. The Grant Agreement is amended as follows:

A. The following new section 2.2. is added:

"SECTION 2.2. Incremental Nature of Project.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by the United States of America under an individual increment of assistance."

B. Section 3.1. is amended by deleting "Eighty Million United States ('U.S.') Dollars ($80,000,000)" and substituting "One Hundred Twenty-two Million United States ('U.S.') Dollars ($122,000,000)".

C. Section 3.2(b) is amended by deleting "Fourteen Million Egyptian Pounds (L.E. 14,000,000)" and substituting "the Egyptian Pound equivalent of Twenty-six Million Five Hundred Thousand Dollars ($26,500,000)".

[1] TIAS 9672; 31 UST 5557.

D. Section 3.3 is amended by deleting "March 31, 1984" and substituting "December 31, 1986".

E. The following new Sections 4.5, 4.6, 4.7, and 4.8 are added as follows:

"SECTION 4.5. First Disbursement with Funds Made Available Under the First Amendment to the Grant Agreement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made of funds made available under this First Amendment to the Grant Agreement the Grantee shall, except as the parties may agree otherwise in writing, furnish to A.I.D. in satisfactory form and substance:

(a) A Reloan Agreement for the Project between the Grantee and ARENTO under which the Grantee will, except as the Parties may otherwise agree in writing, reloan to ARENTO Twenty-two Million United States Dollars ($22,000,000) in grant funds made available under this First Amendment to the Grant Agreement;

(b) An amendment to the Regrant Agreement for the Project between the Grantee and ARENTO under which the Grantee will, except as the Parties may otherwise agree in writing, regrant to ARENTO Twenty Million U.S. Dollars ($20,000,000) in grant funds made available under this First Amendment to the Grant Agreement;

(c) An opinion of the Egyptian Ministry of Justice or other acceptable legal counsel that the Grant Agreement Amendment has been duly authorized and/or ratified by, and executed on behalf of, the Grantee and ARENTO and that it constitutes a valid and legally binding obligation in accordance with all of its terms.

SECTION 4.6. Additional Disbursement for Equipment from Funds Made Available Under the First Amendment to the Grant Agreement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made from funds made available under the First Amendment of this Agreement for equipment, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D., in satisfactory form and substance:

(a) Evidence that ARENTO has signed an acceptable contract for technical services, including but not limited to, providing assistance to ARENTO for supervision of the outside plan and ESS equipment installation.

SECTION 4.7. Notification. When the conditions precedent specified above have been met, A.I.D. will promptly notify the Grantee.

Section 4.8. Terminal Date for Conditions Precedent Under the First Amendment. If all of the conditions precedent specified in Section 4.5 and 4.6 have not been met within 120 days from the date of the First Amendment to this Agreement or such later date as the Parties may agree to in writing, A.I.D., may terminate this Agreement by written notice to Grantee."

F. Article 5 is amended in accordance with the following:

(i) Sections 5.1, 5.2, 5.6, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, and 5.16 are deleted in their entirety and the following substituted therefor;

"SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise may agree in writing, the program will

include, during the implementation of the Project: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Execution of the Project. The Grantee shall:

(a) Carry out the project with due diligence and efficiency, and in conformity with sound engineering, construction, financial and administrative practice.

(b) Cause the project to be carried out in conformance with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein mutually approved pursuant to this Agreement.

(c) Submit to A.I.D. under procedures for mutual approval by the Parties prior to implementation, issuance or execution, all plans, specifications, construction shedules, bid documents, documents concerning solicitation of proposals relating to eligible items, contracts, and all modifications to these documents.

SECTION 5.6. Continuing Consultation. The Grantee shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. To this end, the Grantee, ARENTO and A.I.D. shall from time to time, at the request of any party, exchange views through their representatives with regard to the progress of the project, the performance of the Parties of their obligations under the Grant Agreement, the performance of consultants, contractors and suppliers engaged on the project, and other matters relating to the project.

SECTION 5.9. Tariff Rate Structure. The Grantee and ARENTO shall continue to review and adjust tariff rates periodically, both in recognition of the service improvements being made in the system and in an effort to establish a composite tariff structure to fully meet ARENTO's long-range true financial needs.

SECTION 5.10. Rates and Tariff Office. ARENTO shall establish a Sector for Rates and Tariffs Office responsible for determining revenue requirements and requisite tariff rates based thereon.

SECTION 5.11. Accounting, Financial and Inventory System. ARENTO shall continue to review and establish accounting, financial reporting and inventory disposal systems designed to serve the telecommunications industry.

SECTION 5.12. ARENTO Assets. The Grantee and ARENTO shall continue to take all necessary actions to enable ARENTO to revalue the asset accounts using replacement value less depreciation including, for example, (1) the assets acquired from the Grantee either as a donation or from nominal amounts, and (2) the assets acquired and recorded at the official exchange rate.

SECTION 5.13. ARENTO Equity. ARENTO agrees that all A.I.D. funds granted to ARENTO by Grantee will be reflected in an equity account.

SECTION 5.14. ARENTO Staffing. ARENTO shall continue a policy that the number of new hires cannot exceed the annual turnover rate and shall pursue further the consolidation of personnel manpower and training functions into a comprehensive system for maximizing use of its human resources.

SECTION 5.15. ARENTO Staff for ESS Operations. ARENTO agrees to assign, by the time of provisional acceptance of the respective exchange equipment, all required ARENTO maintenance and operations personnel responsible for such equipment.

SECTION 5.16. Service Improvement Plan. ARENTO will continue to take steps to implement the Service Improvement Plan (SIP) as detailed in the Telecommunications Sector Study Report.

SECTION 5.17. ARENTO Debt to Equity Ratio. In order to achieve an appropriate balance between equity and debt, ARENTO shall set as an objective in its long-range financial plan the maintenance of a debt to equity ratio no greater than 70:30."

(ii) Section 5.15 is renumbered to become 5.18 and amended by adding the following:

"This section applies to the Reloan Agreement and Regrant Agreement, as amended."

(iii) The following section is added to Article 5:

"SECTION 5.19. Decennial Liability. The Grantee agrees that contractors, architects, consultants, and subcontractors, regardless of nationality, working on this Project shall be exempted from the application of Articles 651 through 654 of the Egyptian Civil Code and from the application of Law 106 of 1976. Such contractors, architects, consultants, or subcontractors shall not be relieved of their duty to exercise sound judgement, in accordance with the standards of their respective professions, to ensure the safety and fitness of the works for the purposes for which they are designed and erected."

G. Section 8.1 is amended by deleting:

"Ministry of Economy and Economic
Cooperation
8 Adly Street
Cairo, Egypt"

and substituting:

"Ministry of Investment
and International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt".

H. Section 8.2 is amended by deleting it in its entirety and substituting the following:

"SECTION 8.2 Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation or the Senior Undersecretary of State for Economic Cooperation with U.S.A., the Minister of Communications and/or the Chairman of ARENTO and A.I.D. will be represented by the individual holding or acting in the Office of Director, U.S.A.I.D., Cairo, Egypt, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority."

I. Attachment 1 to Annex 1 is deleted in its entirety and the attached Attachment 1 to Annex 1 substituted therefor.

SECTION 2. This First Amendment shall enter provisionally[1] into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day first above written.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
BY :	BY :
NAME : Mr. M. A. Fattah Ibrahim	NAME : Henry Precht
TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation	TITLE: Charge d'Affaires, a.i.
BY :	BY :
NAME : Fouad Iskandar	NAME : Owen Cylke
TITLE: Senior Undersecretary of State for Economic Cooperation with U.S.A.	TITLE: Acting Director, USAID/Cairo

[1] "Provisionally" deleted in accordance with amendment of Aug. 29, 1982.

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the Implementing Organizations have subscribed their names:

MINISTRY OF TRANSPORT, COMMUNICATIONS AND MARITIME TRANSPORT

BY : S. Metwalli

NAME : Soliman Metwalli Soliman

TITLE: Minister of Transport, Communications and Maritime Transport

THE ARAB REPUBLIC OF EGYPT
NATIONAL TELECOMMUNICATIONS ORGANIZATION

BY :

NAME : Ahmed Kamel Mohamed Kamel

TITLE: Chairman

ATTACHMENT 1 TO ANNEX 1

ILLUSTRATIVE PROJECT FINANCIAL PLAN

($ 000)

Project No. 263-0117

	A.R.E. Egyptian Pounds ($ Equivalent of L.E.)	AID	Total
1. Training	1,000	11,000	12,000
2. Technical Assistance	1,500	5,000	6,500
3. Engineering/Installation	500	9,000	9,500
4. Equipment and Equipment Related	21,500	95,000	116,500
5. Contingency and Escalation	2,000	2,000	4,000
	26,500	122,000	148,500

EGYPT

Economic Assistance: Decentralization Sector Support

Agreement signed at Cairo August 29, 1982;
Entered into force August 29, 1982.

A.I.D. Program No. 263-K-605

PROGRAM

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

DECENTRALIZATION SECTOR SUPPORT

Dated: AUGUST 29, 1982

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[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Program No. 263-K-605

Program Grant Agreement

Dated August 29, 1982

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Preamble

In order to achieve greater flexibility in the funding of decentralized development activities, the funds made available under this Agreement shall be available for the financing by the Parties of certain agreed-upon activities in the decentralization sector. Five previously existing projects are subsumed as activities under this Program. Additional activities may be added from time to time, as mutually agreed upon in Activity Protocols and as may be deemed necessary by the Grantee.

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Program described below and with respect to the financing of the Program by the Parties.

Article 2: The Program

SECTION 2.1. Definition of Program. The Program consists of several activities to assist the Grantee to establish the institutional capacity to plan and implement the plans for local development at the national, governorate, district and village levels, and a national budget process allocating adequate funds to decentralization. The Program will emphasize the discretionary use of such funds for locally designed and approved development initiatives which will promote sustained economic growth and improvement in living standards. The Program will implement decentralized development activities as defined in "Activity Protocols" to be entered into by the Parties. The initial five Activity Protocols under the Program shall be entered into on the date of this Agreement. The following five Project Grant Agreements are hereby deleted in their entirety:

A. Project Grant Agreement for Development Decentralization I dated May 29, 1978,[1] as amended on May 31, 1979, March 31, 1980, and August 19, 1981[2] - AID Project No. 263-0021;

[1] TIAS 9480; 30 UST 4591.
[2] Not printed.

B. Project Grant Agreement for Basic Village Services dated August 31, 1980[1] - AID Project No. 263-0103;

C. Project Grant Agreement for Provincial Cities Development dated September 22, 1981[2] - AID Project No. 263-0127;

D. Project Grant Agreement for Decentralization Support Fund dated September 28, 1980[3] - AID Project No. 263-0143; and

E. Project Grant Agreement for Neighborhood Urban Services dated August 19, 1981[4] - AID Project No. 263-0153.

The Parties may, from time to time, and as may be initiated by the Grantee, execute other Activity Protocols.

The Program is further described in the individual Activity Protocols which contain amplified descriptions of the above definition of the Program. Within the limits of the above definition of the Program, elements of the amplified descriptions contained in the Activity Protocols may be changed by written agreement of the authorized representatives of the Parties named in those Protocols, without formal amendment of this Agreement, provided that such changes are consistent with the provisions set forth herein.

SECTION 2.2. Incremental Nature of Program.

(a) A.I.D.'s contribution to the Program will be provided in increments. The initial increments have been previously made available

[1] TIAS 9851; 32 UST 2417.
[2] Not printed.
[3] TIAS 9876; 32 UST 2749.
[4] Not printed.

in accordance with the Project Agreements listed in Section 2.1. The initial increment under the Program established by this Agreement is being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Program Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Program Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Program, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Two Hundred Sixty-One Million Two Hundred Thousand ("U.S.") Dollars ($261,200,000) and One Hundred Twenty Five Thousand Egyptian Pounds (LE 125,000).

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Program, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed

[1] 75 Stat. 424; 22 U.S.C. §2151.

under the Grant will not exceed the total U.S. Dollars made available for such purpose as set forth in the Activity Protocols entered into pursuant to this Program Agreement.

Annex 1, attached, sets forth the budgetary allocation of the funds made available under each Activity Protocol concluded hereunder. Within the limits of the Grant as set forth above, Annex 1 may be changed by the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement provided that funds previously granted by A.I.D. for the five existing activities listed below shall not be reduced below the amounts previously stated in the Project Grant Agreements covering such activities as follows:

a. Development Decentralization I - Twenty-Six Million Two Hundred Thousand U.S. Dollars ($26,200,000) and One Hundred Twenty-five Thousand Egyptian Pounds (LE 125,000);

b. Basic Village Services - Seventy Million U.S. Dollars ($70,000,000);

c. Provincial Cities Development - Twenty Million U.S. Dollars ($20,000,000);

d. Decentralization Support Fund - Fifty Million U.S. Dollars ($50,000,000); and

e. Neighborhood Urban Services - Twenty Million U.S. Dollars ($20,000,000).

SECTION 3.2. Grantee Resources for the Program.

(a) The Grantee agrees to provide or cause to be provided for the Program all funds, in addition to the Grant, and all other resources required to carry out the Program effectively and in a timely manner.

(b) The resources provided by the Grantee for the Program will be as specified in Activity Protocols entered into pursuant to this Program Agreement.

SECTION 3.3. Program Assistance Completion Date.

(a) The "Program Assistance Completion Date" (PACD), which is June 30, 1987, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Program as contemplated in this Agreement. Notwithstanding the above PACD, each Activity Protocol shall have an "Activity Assistance Completion Date" (AACD), as specified in the respective Activity Protocol.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Program, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Program Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Program Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement of Funds Made Available Under Section 3.1. Prior to any disbursment of funds made available under Section 3.1, other than from funds already made available up until the date of this Agreement, or to the issuance of any commitment documents under this Program Agreement with respect to such funds, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in satisfactory form and substance:

(a) A statement of the names of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement; and

(b) Evidence of the establishment of a committee ("Sector Steering Committee") charged with the assessment and direction of this Program and to be served by a technical secretariat charged with the collection and analysis of baseline data against which budget and implementation decisions may be determined by the Sector Steering Committee for the total Program.

SECTION 4.2. Disbursement Under Activity Protocols. Prior to an initial disbursement or to any subsequent disbursement or to the issuance of any commitment documents for any Activity which is a part of this Program, the Grantee shall, except as the Parties may otherwise agree in writing, satisfy the conditions set forth in the respective Activity Protocol.

SECTION 4.3. Notification. When the conditions precedent specified in the preceeding sections have been met, A.I.D. will promptly notify the Grantee.

SECTION 4.4. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 60 days from the date of this Agreement, or such later date as the Parties may agree to in writing, A.I.D. may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants.

SECTION 5.1. Program Evaluation. The Parties agree to establish an evaluation plan as part of the Program. Except as the Parties otherwise agree in writing, the evaluation plan will include, during the implementation of the Program and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Program;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Program.

SECTION 5.2. Semiannual Assessments. The Parties agree that at least semiannual assessments of the decentralization portfolio will be made by the Sector Steering Committee to determine the status of implementation of the individual Program activities, the Portfolio as a whole, and its relevance, to the overall decentralization Program. Based on its assessment, the Committee will recommend modifications, funding actions and other activities as may be necessary. The Grantee and A.I.D. will study the Sector Steering Committee's recommendations for resolving funding and implementation issues.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Program having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Program Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Program having their source and, except as the Parties may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Program in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Program Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on Grantee's behalf for the Program; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., commiting A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Program in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Program Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, requests, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed

duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Investment
and International Cooperation
Department of Economic Cooperation
with U.S.A.
8 Adly Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual, holding or acting in the office of the Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation or the Administrator of the Department for Economic Cooperation with U.S.A., and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 3.1 to revise elements of the Program budget in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may

accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority. In addition, each Activity Protocol shall specify the representatives of the Parties to such protocol and the scope of their authority.

SECTION 8.3. Standard Provisions Annex. A "Program Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : M. A. Fattah Ibrahim

NAME : Mr. M. A. Fattah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister for Investment and International Cooperation

BY : Fouad Iskandar

NAME : Fouad Iskandar

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY :

NAME : Henry Precht

TITLE: Charge d'Affaires a.i.

BY :

NAME : Owen Cylke

TITLE: Acting Director, USAID/Cairo

[1] See footnote 1, p. 1951.

Program Number 263-K-605

DECENTRALIZATION PROGRAM AND ACTIVITY BUDGETS

ANNEX I

(Figures are in millions of dollars or Egyptian pounds)

PROGRAM/ACTIVITY	CONTRIBUTIONS FROM: AID Before FY 82 1/	AID FY 82	AID After FY 82 2/	AID TOTAL	TITLE III	G.O.E.	Maximum of currently obligated U.S.$ convertible to Egyptian pounds.
605 : Decentralization Sector Program	$	$	$	$	LE	LE	$
Activities:							
605.1 Development Decentralization I	26.20 4/	---	---	26.20 4/	---	4.40	19.70 (75%)
605.2 Basic Village Services	70.00	30.00	45.00 (45.00)	145.00	75.00	38.40	84.15 (84%)
605.3 Provincial Cities Development	20.00	---	55.00 (31.60)	75.00	---	20.90	7.80 (30%)
605.4 Decentralization Support Fund	50.00	25.00	25.00 (---)	100.00	---	16.60	5.00 (6%)
605.5 Neighborhood Urban Services	20.00	16.50	52.50 (52.50)	89.00	---	9.73	30.90 (85%)
605.6 Other 5/	---	3.50	16.50 (---)	20.00	---	---	---
Total	186.20	75.00	194.00 (129.10)	455.20	75.00	90.03	147.55 (57%)

1/ Minimum AID contributions granted under previous authorizations per Section 2.1 of the Program Agreement

2/ A.I.D.'s contribution to the total Activity will be provided in increments, in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual Agreement of the Parties, at the time of a subsequent increment to proceed. The figures in brackets in this column are the proposed maximum dollars convertible to Egyptian pounds.

3/ GOE contributions will be in LE. Dollar figures shown in earlier agreements have been converted at the exchange rate of LE 0.83 = US$ 1.00 (8/82), for the purpose of this Agreement.

4/ 125,000 US-owned Egyptian pounds also obligated under this activity.

5/ To be agreed upon in future Activity Protocol(s).

[Footnotes in the original.]

EGYPT

Economic Assistance: Commodity Imports

Agreement amending the agreement of February 5, 1982.
Signed at Cairo August 31, 1982;
Entered into force August 31, 1982.

76-827 - 88 - 26

A.I.D. Program No. 263-K-604

FIRST AMENDMENT
TO THE
GRANT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORTS

Dated: AUGUST 31, 1982

First Amendment, dated August 31, 1982, to the Grant Agreement, dated February 5, 1982,[1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Commodity Imports (A.I.D. Grant No. 263-K-604).

SECTION 1. The Grant Agreement is amended as follows:

a. Article 1 is amended by deleting "Three Hundred Million United States dollars ($300,000,000)" and substituting therefor "Three Hundred Fifty Million United States dollars ($350,000,000)".

b. Article 1 is further amended by deleting the last sentence of that Article.

c. Annex 1 is amended by deleting it in its entirety and substituting Annex A to this First Amendment therefor.

SECTION 2. This Grant Agreement Amendment shall enter into force when signed by the parties hereto.

SECTION 3. Except as specifically amended hereby, the Grant Agreement, dated February 5, 1982, between the Grantee and A.I.D. shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this

[1] TIAS 10347; *ante* 171.

Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : M. A. Fattah Ibrahim

NAME : Mr. M.A. Fattah Ibrahim

TITLE: Deputy Prime Minister for Economic and Financial Affairs and Minister of Investment and International Cooperation

BY : F. Iskander

NAME : Fouad Iskandar

TITLE: Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

BY : Henry Precht

NAME : Henry Precht

Title: Charge d'Affaires, a.i.

BY : M. P. W. Stone

NAME : M. P. W. Stone

TITLE: Director, USAID/Cairo

ANNEX A

PROGRAM DESCRIPTION

The Program represents a continuation of balance of payments assistance to the Government of Egypt. At the same time, it reflects an effort to contribute to Egyptian development by preserving an appropriate balance between financing capital equipment needs for longer run development performance and financing intermediate goods and consumables for immediate production and consumption support. The Program also includes a separate category of support for continuation of the Trade Financing Facility element, introduced in the FY 81 Commodity Import Program (A.I.D. Grant No. 263-K-603).

Accordingly, except as the parties may otherwise agree in writing, Grant funds shall be allocated for the Program, including commodity-related and other services, as follows:

1.	Basic supply Commodities:	$150 Million
2.	Capital Goods which Directly Support the Objectives of the Government of Egypt Development Budget:	$150 Million
3.	Trade Financing Facility:	$ 50 Million
		$350 Million

PANAMA

Property Transfer: Mt. Hope Warehouse and Transportation Areas

Agreement effected by exchange of notes
Signed at Panama February 12 and May 7, 1982;
Entered into force May 7, 1982.

The American Ambassador to the Panamanian Minister of Foreign Relations

Panama, February 12, 1982

No. 014

Excellency:

I have the honor to refer to the Panama Canal Treaty of 1977,[1] to the Agreement in Implementation of Article III of the Treaty[2] and to discussions between representatives of our two Governments concerning the status of certain areas made available to the United States of America for the management, operation and maintenance of the Panama Canal pursuant to those agreements.

Paragraph 1(c) of Annex A of the Agreement in Implementation of Article III of the Panama Canal Treaty of 1977 provides that:

"(c) The following areas shall cease to be a part of the Canal operating areas five years following the entry into force of this Agreement:

(i) The Mount Hope warehouse area; and

(ii) The Mount Hope motor transportation area. For the purpose of this provision, the Mount Hope warehouse area is identified on the map attached hereto as attachment No. 2, SK 529-25-14A, in the manner indicated on the legend thereof, and the

His Excellency
Jorge E. Illueca,
Minister of Foreign Relations,
Panama, Republic of Panama.

[1] Signed Sept. 7, 1977. TIAS 10030; 33 UST. 39
[2] Signed Sept. 7, 1977. TIAS 10031; 33 UST. 141

Mount Hope motor transportation area is identified on the map attached hereto as Attachment No. 3, SK 529-25-13A, in the manner indicated on the legend thereof."

Representatives of the United States Government have requested, for the efficient management, operation and maintenance of the Canal, the continued use of the Mount Hope motor transportation area, beyond the five-year period following the entry into force of the aforesaid Agreement. Also, after considering requests from representatives of your Government, the United States Government has determined that it will no longer require, and in advance of October 1, 1984, can make available to the Republic of Panama, the Mount Hope warehouse area. In addition, and consistent with these requests the United States has purchased building 8153 in the Margarita housing area for the purpose of relocating the Panama Canal Commission's Treasury Branch Atlantic Office, formerly located in the Mount Hope warehouse area.

In order to satisfy the aforementioned requests, I have the honor to propose the following agreement, pursuant to Paragraph 6 of Article III of the Agreement in Implementation of Article III of the Treaty, and Annex A of the Agreement:

First: The Mount Hope warehouse area (except the Fire Station --Building 7029) shall cease to be part of the Canal operating

areas and shall transfer to the Government of the Republic of Panama.

Second: In view of the requirements of the Panama Canal Commission, the Republic of Panama shall allow the Government of the United States of America the use of the Mount Hope motor transportation area until October 1, 1989, subject to the same terms and conditions maintained prior to October 1, 1984. Accordingly, this area will continue to be a Canal operating area until October 1, 1989, or until such earlier date as the requirements of the Panama Canal Commission may be satisfied.

Third: In accordance with paragraph 3(j) of Annex A of the Agreement, the Government of the Republic of Panama shall guarantee to the United States of America free and unimpeded access to the following communications and electrical facilities of the Panama Canal Commission and the Armed Forces of the United States of America, which are located in the Mount Hope warehouse area depicted in attached drawing SK 529-223:

(I) Manhole B4B2

(II) The ductline outside fenced area and associated manholes.

(III) The buried cable and ductline inside

fenced area and associated manholes.

(IV) The transformer house.

(V) The buried cable in conduit.

Fourth: Building 8153 in Margarita may be occupied by the Panama Canal Commission until termination of the Panama Canal Treaty of 1977, as the Panama Canal Commission's Treasury Branch Atlantic Office. This building shall be a Canal operating area until the termination of the Treaty or such earlier date as its use by the Commission ceases.

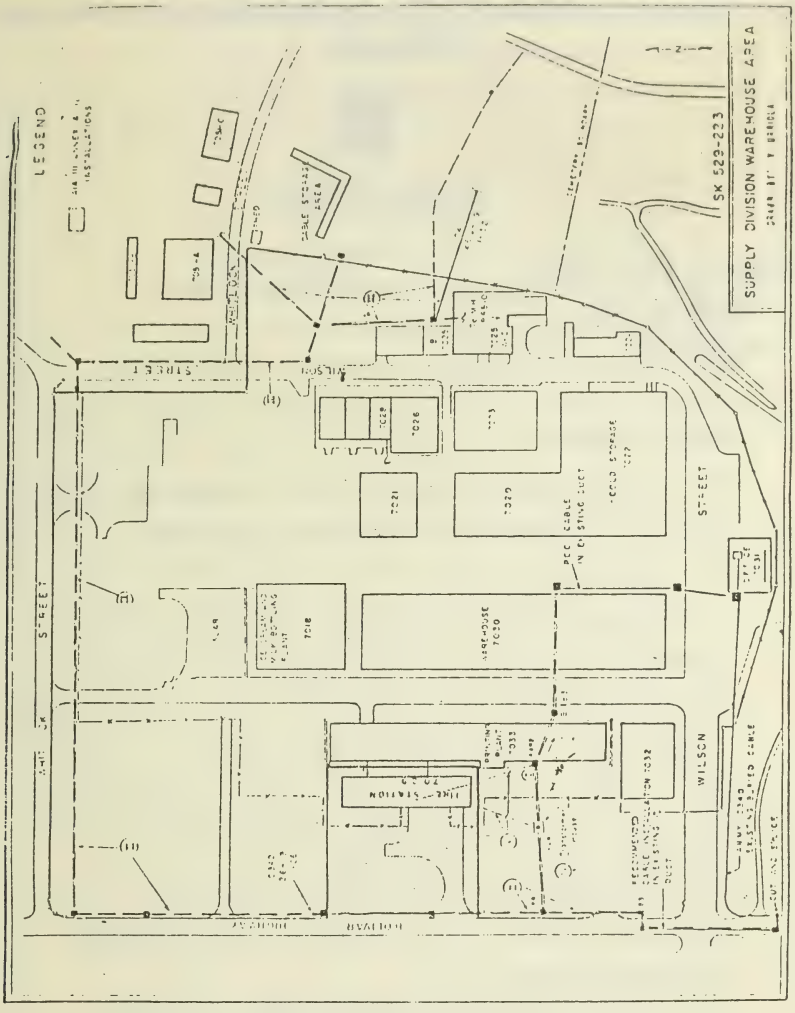
If the proposals set forth above are acceptable to the Government of the Republic of Panama, I have the honor to suggest that this Note and Your Excellency's reply thereto indicating acceptance shall constitute an agreement between our two Governments concerning these matters, as of the date of your reply.

Accept, Excellency, the renewed assurances of my highest esteem and consideration.

Ambler H. Moss, Jr. [1]

Enclosure - as indicated

[1] Ambler H. Moss, Jr.


SUPPLY DIVISION WAREHOUSE AREA
SK 529-223
LEGEND
WILSON
STREET
WAREHOUSE
7030
7018
7021
7029
7026
7033
7032
HIGHWAY
BOLIVAR

The Panamanian Minister of Foreign Relations to the American Ambassador

República de Panamá

Ministerio de Relaciones Exteriores
Despacho del Ministro
D.M.No. 109

Panamá, R. de P.
7 de mayo de 1982

Señor Embajador:

Tengo el honor de avisar recibo de su Nota No. 014, de fecha 12 de febrero de 1982, que dice lo siguiente:

"Excelencia:

Tengo el honor de referirme al Tratado del Canal de Panamá de 1977, al Acuerdo para la Ejecución del Artículo III del Tratado y a las conversaciones entre los representantes de nuestros dos Gobiernos referentes al status de ciertas áreas puestas a disposición de los Estados Unidos de América para el manejo, funcionamiento y mantenimiento del Canal de Panamá en virtud de esos acuerdos.

El parágrafo 1(c) del Anexo A del Acuerdo para la Ejecución del Artículo III del Tratado del Canal de Panamá de 1977 dispone que:

"(c) Las siguientes áreas cesarán de ser parte de las áreas para el funcionamiento del Canal a los cinco años de la entrada en vigencia de este acuerdo:

(i) El área de depósito de Mount Hope, y

(ii) El área de transporte motorizado de Mount

Su Excelencia
Ambler H. Moss Jr.,
Embajador de los Estados Unidos
de América
Ciudad.

Hope. Para los fines de esta disposición, el área de depósito de Mount Hope está identificada en el mapa anexo a este documento como Adjunto No. 2, SK-529-25-14-A, de la manera indicada en la leyenda del mismo, y el área de transporte motorizado de Mount Hope está identificada en el mapa anexo a este documento como Adjunto No. 3, SK-529-25-13-A, de la manera indicada en la leyenda del mismo."

Los representantes del Gobierno de los Estados Unidos han solicitado, para el eficiente manejo, funcionamiento y mantenimiento del Canal, continuar usando el área de transporte motorizado de Mount Hope después del período de cinco años subsiguiente a la entrada en vigencia de dicho Tratado. También, después de considerar las solicitudes de los representantes del Gobierno de Vuestra Excelencia, el Gobierno de los Estados Unidos ha decidido que no necesitará más, y que antes del 1° de octubre de 1984 puede poner a disposición de la República de Panamá, el área de depósito de Mount Hope. Además, y consistente con estas peticiones, los Estados Unidos han adquirido el Edificio 8153 en el área de vivienda de Margarita con el propósito de reubicar la Oficina del Sector Atlántico del Departamento de Tesorería de la Comisión del Canal de Panamá, que estaba en el área de depósito de Mount Hope.

Para poder satisfacer las solicitudes arriba mencionadas, tengo el honor de proponer el siguiente acuerdo, conforme al parágrafo 6 del Artículo III del Acuerdo para la

Ejecución del Artículo III del Tratado, y al Anexo A del Acuerdo:

Primero: El área de depósito de Mount Hope (con la excepción de la Estación de Bomberos --Edificio 7029) dejará de formar parte de las áreas de funcionamiento del Canal y se transferirá al Gobierno de la República de Panamá.

Segundo: En vista de las solicitudes de la Comisión del Canal de Panamá, la República de Panamá permitirá al Gobierno de los Estados Unidos de América el uso del área de transporte motorizado de Mount Hope hasta el 1° de octubre de 1989, con sujeción a los mismos términos y condiciones existentes antes del 1° de octubre de 1984. Por lo tanto, esta área continuará siendo un área de funcionamiento del Canal hasta el 1° de octubre de 1989, o en una fecha anterior si se satisfacen las necesidades de la Comisión del Canal de Panamá.

Tercero: De acuerdo con el parágrafo 3(j) del Anexo A del Acuerdo, el Gobierno de la República de Panamá garantizará a los Estados Unidos de América el libre acceso a las siguientes instalaciones eléctricas y de comunicación pertenecientes a la Comisión del Canal de Panamá y a las Fuerzas Armadas de los Estados Unidos de América, que estaban ubicadas en el área de depósito de Mount Hope señaladas en el plano SK-529-223 adjunto a esta Nota.

(I) Cámara de Inspección B4B2

(II) La línea del ducto fuera del área cercada y las cámaras de inspección que van con ésta.

(III) El cable subterráneo y la línea del ducto dentro del área cercada y las cámaras de inspección que van con éstos.

(IV) La caseta del transformador.

(V) El cable subterráneo en el ducto.

Cuarto: La Comisión del Canal de Panamá puede ocupar el Edificio 8153 en Margarita hasta que termine el Tratado del Canal de Panamá de 1977, como la Oficina del Sector Atlántico del Departamento de Tesorería de la Comisión del Canal de Panamá. Este edificio será un área de funcionamiento del Canal hasta la terminación del Tratado o hasta una fecha anterior si la Comisión deja de usarlo.

Si las propuestas anteriores son aceptables al Gobierno de la República de Panamá, tengo el honor de sugerir que esta Nota y la respuesta afirmativa de Vuestra Excelencia a la misma constituyan un acuerdo entre nuestros dos Gobiernos concerniente a estos asuntos, el cual entrará en vigencia la fecha en que Vuestra Excelencia envíe la respuesta.

Acepte, Excelencia, las renovadas seguridades de mi más alta y distinguida consideración.

Ambler H. Moss".

Respecto a la propuesta de acuerdo que formula Su Excelencia en la citada Nota No. 014, de 12 de febrero de 1982,

deseo manifestarle que mi Gobierno estima conveniente hacer las aclaraciones que a continuación se expresan.

En cuanto a la transferencia del área del depósito de Mount Hope, a que se refiere el punto identificado como "Primero", que la referida área será transferida a la República de Panamá el día lunes diez (10) de mayo de 1982.

Sobre el punto "Segundo" que queda entendido que el Gobierno de Vuestra Excelencia hará todos los esfuerzos a su alcance, dentro del período de prórroga de cinco (5) años, para que tan pronto como sea posible, se lleve a efecto la reubicación de las actividades de la Comisión del Canal de Panamá en el área de transporte motorizado de Mount Hope y la reversión de dicha área a la República de Panamá.

Que la aceptación del Gobierno de la República de Panamá al punto "Cuarto", relativo a la ocupación por la Comisión del Canal de Panamá del edificio 8153 en Margarita, para ser utilizado hasta que termine el Tratado del Canal de Panamá de 1977, como la Oficina del Sector Atlántico del Departamento de Tesorería de la Comisión del Canal de Panamá; teniendo, por consiguiente, un tratamiento equivalente al de un área de funcionamiento del Canal, sólo es posible bajo el entendimiento de que el aludido Edificio 8153 queda sujeto a las disposiciones del parágrafo 1 del Artículo XIII del Tratado del Canal de Panamá de 1977.

De igual manera, mi Gobierno considera necesario precisar al Ilustrado Gobierno de Vuestra Excelencia que la adquisición por la Comisión del Canal de Panamá de esa mejora

de una persona privada, construída sobre un terreno del Estado panameño y sujeta al régimen de licencia de uso de tierras, debió estar supeditada a un trámite de autorización previa por parte de la República de Panamá. Por consiguiente, queda entendido que tal adquisición no constituye ni deberá ser considerada como precedente para el futuro, por lo que seguirá siendo potestad de la República de Panamá el autorizar o no transacciones similares.

Tengo el honor de confirmar a Vuestra Excelencia que con las aclaraciones y precisiones expresadas, mi Gobierno acepta los términos de la nota transcrita y que, por lo tanto, acepta también que ella y la presente respuesta a la misma constituyan un acuerdo entre nuestros dos Gobiernos, que entrará en vigor en esta fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOSE M. CABRERA JOVANE,
Ministro Encargado de Relaciones Exteriores

TRANSLATION

Republic of Panama

Office of the Minister of Foreign Relations
No. 109

Panama City, May 7, 1982

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 014 of February 21, 1982, which reads as follows:

[For the English language text, see pp. 1973-1976]

With respect to the agreement proposed by Your Excellency in the aforementioned note No. 014 of February 12, 1982, I wish to inform you that my government would like to offer the following clarifications.

Regarding the transfer of the Mount Hope warehouse area referred to in the paragraph identified as "First," that area will be transferred to the Republic of Panama on Monday, May 10, 1982.

With respect to the paragraph identified as "Second," it is understood that Your Excellency's government will do everything in its power, within the five-year extension period, to ensure that, as soon as possible, the activities of the Panama Canal Commission in the Mount Hope motor transportation area are relocated and said

area transfers to the Republic of Panama.

Regarding the "Fourth" paragraph on the occupancy by the Panama Canal Commission of Building 8152 in Margarita as the Panama Canal Commission's Treasury Branch Atlantic Office until termination of the Panama Canal Treaty of 1977, with, consequently, treatment equivalent to that of a Canal operating area, acceptance of this paragraph by the Republic of Panama is possible only on the understanding that the aforementioned Building 8152 remains subject to the provisions of Article XIII(1) of the Panama Canal Treaty of 1977.

My government would also like to point out to Your Excellency's government that the acquisition by the Panama Canal Commission of that improvement by a private individual, built on land belonging to the Panamanian state, and subject to the system of land use permits, should have received prior authorization from the Republic of Panama. It is understood, therefore, that such acquisition does not constitute nor shall be considered as a precedent, and the Republic of Panama remains empowered to authorize or refuse to authorize similar transactions.

I have the honor to confirm to Your Excellency that with the clarifications set forth above, my government concurs in the terms of the note transcribed above and, consequently, agrees that it

and this reply thereto shall constitute an agreement between our two governments that shall enter into force on today's date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Jose Cabrera J.

Jose M. Cabrera Jovane
Acting Minister of Foreign Relations

His Excellency
Ambler H, Moss Jr.,
Ambassador of the United States
of America,
Panama.

SENEGAL

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Dakar August 26, 1982;
Entered into force October 25, 1982.

AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND THE REPUBLIC OF SENEGAL

REGARDING THE CONSOLIDATION AND RESCHEDULING

OF

CERTAIN DEBTS OWED TO OR GUARANTEED

BY THE UNITED STATES GOVERNMENT AND ITS

AGENCIES

The United States of America (the "United States") and the Republic of Senegal ("Senegal") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Senegal's Debts, signed at Paris on October 13, 1981 by representatives of certain nations, including the United States, and agreed to by the representative of Senegal, hereinafter referred to as the "Minute", and annexed hereto as Annex D, the United States and Senegal hereby agree to consolidate and reschedule certain Sengegalese payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.
2. This Agreement shall be implemented by three separate agreements (the "Implementing Agreements"), between Senegal and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering contracts between the Federal Financing Bank and Senegal.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have maturities originally falling due during the Consolidation Period and which relate to:

   (a) Commercial credits extended to the Government of Senegal or covered by its guarantees, guaranteed by the United States or its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

   (b) Loans from the United States or its Agencies to the Government of Senegal or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before July 1, 1981.

2. "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due during the consolidation period and not yet paid.
3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.

4. "Consolidation Period" means the period from July 1, 1981 through June 30, 1982.
5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.
6. "Agency" means: the United States Agency for International Development, the Export-Import Bank of the United States and the United States Department of Defense.

ARTICLE III

Terms and Conditions of Payment

1. Senegal agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidated Debt relating to Debt which amounts to approximately $4.2 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $420,000 plus Interest. Principal payments are payable on each June 30 and December 31 commencing on June 30, 1986 with the final installment payable on December 31, 1990.

   (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-HG-001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685-G-001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Inter-

est accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period. All interest payable with respect to the Consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1982.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Senegal agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $740 thousand shall be repaid in three equal annual payments of approximately $247 thousand, plus interest, the first payment to be made on June 30, 1983, and the following payments to be made respectively on June 30, 1984 and June 30, 1985.

(b) The rate of Interest on Non-consolidated Debt and on any due but unpaid Interest accruing thereon shall be 7.25 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685–HG–001, and 0.75 percent per calendar year on the outstanding balance of such payments due to the Agency for International Development pursuant to loan number 685–G–001, and 8.3 percent per calendar year on the outstanding balance of such payments due to or guaranteed by the Department of Defense. For the Export-Import Bank of the United States, the rate of Interest on Non-consolidated Debt and on any due but unpaid interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to the Bank as determined by the Bank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.625 percent per annum. For Interest accruing in the first six months of 1982 and in each subsequent six month period, the Export-Import Bank of the United States shall notify Senegal of the appropriate rate prior to the beginning of such six month period. All interest payable with respect to the Non-consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1982.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States through Eximbank is attached hereto as Annex C.

3. It is understood that the adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements. In part, this may reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with the entry into force of this Agreement pursuant to this Agreement to reflect increased interest accrued and due during the Consolidation Period. It is further understood that the Government of Senegal will pay any "arrears" as of June 30, 1981 on Debt as soon as possible and in any case no later than June 30, 1982.

In addition, it is understood that the Export-Import Bank Credit 4914 is not to be included in the rescheduling and is deemed to be in arrears. Accordingly, the outstanding balance of this credit plus interest, amounting to a total of $2,619,580.09, is due and payable as soon as possible and in any case no later than June 30, 1982.

It is further understood that payments falling due during the consolidation period pursuant to AID Loan 685-G-001 shall be converted to and repaid in U.S. dollars at the exchange rate in effect at the U.S. Embassy on August 26, 1982, that is to say, 341 CFA per U.S. dollar.

ARTICLE IV

General Provisions

1. Senegal agrees to grant the United States, and its Agencies, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for Debt upon receipt by Senegal of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled. [1]

DONE at Dakar, Senegal in duplicate, this 26th day of August 1982, in the English and French languages, each text being equally authentic.

[1] Oct. 25, 1982. [Footnote added by the Department of State.]

FOR THE UNITED STATES OF AMERICA

C W Bray
Charles W. Bray, III
Ambassador

FOR THE REPUBLIC OF SENEGAL

M Seck
Monsieur Moustapha Seck
Ministre d'Etat pour l'Economie et des Finances

ANNEX A

Contracts Subject to Rescheduling

Agency for International Development

Loan Number

685-G-001

685-HG-001

Export-Import Bank

Loan Number:

G-10-319 6325
G-05-143
G-80-28

Department of Defense

Loan Agreements dated:

FFB #1 (771) September 29, 1977

ANNEX B

Summary of Consolidated Debt*

(millions of U.S. dollars)

	Payments Due 7/1/81—12/31/81	Payments Due 1/1/82—6/30/82
Agency for International Development	0.2	0.3
Export-Import Bank	1.5	1.0
Department of Defense	0.6	0.6
Total	2.3	1.9

*Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX C

Summary of Non-Consolidated Debt*

(millions of U.S. dollars)

	Payments Due 7/1/81—12/31/81	Payments Due 1/1/82—6/30/82
Agency for International Development		
Export-Import Bank	0.2	0.2
Department of Defense	0.1	0.1
Total	0.3	0.3

*Data are rounded and subject to revision per Article III, Paragraph 3.

ANNEX D

AGREED MINUTE ON THE CONSOLIDATION OF THE DEBT OF THE REPUBLIC OF SENEGAL

I. *Preamble*

1. The Representatives of the Governments of Belgium, Canada, Denmark, France, the Federal Republic of Germany, Italy, the Netherlands, Norway, Spain, Sweden, Switzerland, the United Kingdom, the United States of America, hereinafter referred to as "Participating Creditor Countries" met in Paris on October 12 and 13, 1981 with representatives of the Government of Senegal in order to examine the request for alleviation of that country's external debt service obligation. Observers of the Government of Japan, as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the African Bank of Development, the Commission of the European Communities and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The Delegation of Senegal outlined the serious difficulties faced by their country and the strong determination of their Government to reduce the economic and financial imbalances and to reach the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Senegal and the major elements of the program of adjustment undertaken by the Government of Senegal and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on September 11, 1981. This arrangement, applying to the

period ending September 10, 1982, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of Senegal and stressed the importance they attach to the continuing and full implementation of this program, in particular the revitalization of the productive sector of the economy and the improvement of public finances and foreign exchange management.

II. *Recommendations on terms*

Mindful of the serious economic difficulties faced by the Government of Senegal, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms:

1. *Debts concerned*

The debt service (the "debts") to which this reorganization will apply is that resulting from:

a) commercial credits guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions having an original maturity of more than one year and which were extended to the Government of Senegal or covered by its guarantee, pursuant to a contract or other financial arrangement concluded before July 1, 1981.

b) loans from Governments or appropriate institutions of the participating creditor countries having an original maturity of more than one year pursuant to an agreement concluded before July 1, 1981 extended to the Government of Senegal or covered by its guarantee.

This reorganization will not apply to the debts contracted by Air Afrique and by the "Agence pour la Sécurité de la Navigation Aérienne", which are guaranteed jointly by the Government of Senegal and other Governments.

2. *Terms of the consolidation*

The debt relief will apply as follows:

a) 85% of the amounts of principal and interest due from July 1, 1981 up to June 30, 1982 inclusive, and not paid on loans and credits mentioned in paragraph 1 above will be rescheduled or refinanced.

b) Repayment by the Government of Senegal of the corresponding sums will be made in 10 equal and successive semi-annual payments, the first payment to be made on June 30, 1986 (end of the grace period) and the final payment to be made on December 31, 1990 (end of the repayment period).

c) The remaining 15% of principal and interest will be paid according to the following schedule:

5% on June 30, 1983
5% on June 30, 1984
5% on June 30, 1985.

3. *Rate of interest.*

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of Senegal and the Government or appropriate institutions of each participating creditor country.

Each creditor country is prepared to make its maximum effort to keep the rates of interest as low as possible taking into account the appropriate market rate and the legal and other modalities of each consolidation.

III. *General recommendations*

1. In order to secure comparable treatment of public and private external creditors on their debts, the representatives of the Government of Senegal stated that their Government will seek to secure from private external creditors, including banks, rescheduling, financing or refinancing arrangements on terms comparable to those set forth in this minute for credits of comparable maturity; making sure to avoid inequity between different categories of creditors.

2. The Government of Senegal will accord to each of the participating countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

3. The Government of Senegal undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditor countries on debts of a comparable term.

4. The provisions set forth in this minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made not later than June 30, 1982.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of Senegal which implements this agreed minute. The Government of Senegal acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of Senegal acknowledges this arrangement.

7. The Government of Senegal will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above.

8. The Government of Senegal undertakes to pay all debt service not paid and owed to or guaranteed by the Governments of the participating creditor countries or their appropriate institutions, and not covered by this minute as soon as possible and in any case no later than June 30, 1982.

IV. *Implementation*

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of Senegal on the basis of the following principles:

1. The Government of each participating creditor country will:

refinance debts by placing new funds at the disposal of the Government of Senegal at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period, or

reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of Senegal and the Governments of the participating creditor countries will seek to conclude with the least delay and as far as possible before the end of February, 1982.

3. The provisions of the present agreement will apply under the condition that the Republic of Senegal continues to be authorized to make purchases under the arrangement from the Fund. For this purpose, the Government of Senegal agrees that the Fund informs the Chairman of this creditor group regarding the status of Senegal's relations with the Fund.

4. In response to the request of the representatives of the Government of the Republic of Senegal, the participating creditor countries agreed in principle to consider subsequently the matter of Senegal debt service payment falling due after June 30, 1982 provided:

that Senegal continues to have an arrangement with the International Monetary Fund involving use of the Fund's resources, subject to upper tranche conditionality.

and that Senegal has reached with banks and other creditors effective arrangements meeting the conditions described in the section III paragraph 1, 2 and 3 above.

5. The representatives of the Governments of each of the participating countries and of the Government of Senegal agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

DONE in Paris, this 13th day of October 1981, in two versions, English and French both texts equally authentic.

The Chairman of the
Paris Club

The Chairman of the Senegal
Delegation

Delegation of Belgium

Delegation of the Netherlands

Delegation of Canada

Delegation of Norway

Delegation of Denmark

Delegation of Spain

Delegation of France

Delegation of Sweden

Delegation of the Federal
Republic of Germany

Delegation of Switzerland

Delegation of Italy

Delegation of the United
Kingdom

Delegation of the United
States of America

ACCORD ENTRE
LES ETATS-UNIS D'AMERIQUE
ET LA REPUBLIQUE DU SENEGAL
CONCERNANT LA CONSOLIDATION ET LE
REECHELONNEMENT
DE CERTAINES DETTES DUES AU GOUVERNEMENT DES
ETATS-UNIS
ET A SES INSTITUTIONS, OU GARANTIES OU ASSUREES
PAR LE
GOUVERNEMENT DES ETATS-UNIS ET SES INSTITUTIONS

TIAS 10475

Les Etats-Unis d'Amérique (les "Etats-Unis") et la République du Sénégal (le "Sénégal") sont convenus de ce qui suit:

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommendations figurant au Procès-Verbal agréé sur la Consolidation des Dettes du Sénégal, ci-après dénommé le "Procès-verbal" et joint aux présentes à l'Annexe D, signé à Paris le 13 octobre 1981 par les représentants de certains pays, y compris Etats-Unis, et agréé par le représentant du Sénégal, les Etats-Unis et le Sénégal conviennent par les présentes de consolider et de rééchelonner certains paiements sénégalais relatifs aux dettes contractées envers le Gouvernement des Etats-Unis ou ses institutions, ou garanties ou assurées par le Gouvernement des Etats-Unis ou ses institutions, comme prévu aux termes du présent Accord.
2. Le présent Accord sera exécuté par voie de trois accords distincts (les "Accords d'exécution") conclus entre le Sénégal et chacune des institutions américaines ci-après: l'Agence pour le Développement international, l'Export-Import Bank of the United States et le Ministère de la Défense. Dans son Accord d'exécution, le Ministère de la Défense fera figurer les montants qu'il paiera à la Federal Financing Bank (banque fédérale de financement) conformément aux contrats de garantie couvrant les contrats entre la Federal Financing Bank et le Sénégal.

ARTICLE II

Définitions

1. Le terme "Contrats" signifie les accords ou autres arrangements financiers dont la liste figure à l'Annexe A, dont les échéances fixées à l'origine tombent dans la période de consolidation et qui portent sur:
   a) des crédits commerciaux accordés au Gouvernement du Sénégal ou couverts par sa garantie, lesdits crédits commerciaux étant garantis par les Etats-Unis ou par ses institutions, comportant, à l'origine, des échéances de plus d'un an et étant consentis conformément à un accord conclu avant le ler juillet 1981.
   b) des prêts consentis par les Etats-Unis ou leurs institutions au Gouvernement du Sénégal ou couverts par sa garantie, lesquels avaient, à l'origine, des échéances de plus d'un an et étaient consentis conformément à un accord conclu avant le ler juillet 1981.

2. Le terme "Dette" signifie la somme du principal, des intérêts et des redevances liés aux Contrats arrivant à échéance pendant la période de consolidation et non encore réglés.
3. L'expression "Dette consolidée" se rapporte à quatre-vingt cinq pour cent du montant de la Dette en dollars des Etats-Unis. L'expression "Dette non consolidée" se rapporte au reliquat de quinze pour cent de la Dette.
4. L'expression "Période de consolidation" designe la période du ler juillet 1981 au 30 juin 1982 inclusivement.
5. Le terme "Intérêts" signifie les intérêts sur la Dette, dus et exigibles conformément aux conditions du présent Accord, et sur toutes les tranches de règlement dues mais non réglées des Intérêts courus sur ladite Dette. Les Intérêts commenceront à courir au taux stipulé dans le présent Accord à compter des dates respectives d'échéance stipulées dans chacun des Contrats pour chaque paiement prévu de la Dette et continueront à courir sur l'encours de la Dette, y compris toutes les tranches de remboursement de la Dette arrivées à échéance mais non réglées, jusqu'à ce que lesdits soldes restant dus soient intégralement réglés. Les Intérêts commenceront également à courir au taux stipulé dans le présent Accord sur les tranches d'intérêt arrivées à échéance mais non encore réglées, aux dates d'échéance respectives desdites tranches d'intérêt, tel qu'arrêté par le présent Accord, et continueront à courir jusqu'à ce que lesdits montants soient remboursés intégralement.
6. Le terme "Institution" désigne l'Agence des Etats-Unis pour le Développement international, l'Export-Import Bank of the United States et le Ministère de la Défense des Etats-Unis.

ARTICLE III

Modalités et conditions de paiement

1. Le Sénégal convient de rembourser la Dette consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

   a) La Dette consolidée afférente à la Dette, s'élevant à environ 4,2 millions de dollars, sera remboursée en dix tranches semestrielles égales et consécutives d'environ 420,000 dollars, intérêts en sus. Les paiements du principal seront exigibles le 30 juin et le 31 décembre de chaque annéé, à partir du 30 juin 1986, la dernière tranche étant exigible le 31 décembre 1990.
   b) Le taux d'intérêt sur la Dette consolidée et sur tous les Intérêts de ladite Dette consolidée arrivés à échéance mais non réglés, sera de 7,25 pour cent par année civile sur le solde non réglé desdits paiements dus à l'Agence pour le Développement international, conformément au prêt No. 685-HG-001, et 0,75 pour cent par année sur le solde non

réglé desdits paiements dus à l'Agence pour le Développement international conformément au prêt No. 685-G-001, et de 8,3 pour cent par année civile sur le solde non réglé desdits paiements dus au Ministère de la Défense ou garantis par lui. En ce qui concerne l'Export-Import Bank of the United States, le taux d'intérêt sur la Dette consolidée et sur tous les intérêts dus mais non réglés de ladite Dette consolidée sera fixé semestriellement en fonction du coût marginal de l'argent imputable à la Banque, tel que stipulé par la Banque préalablement au commencement de chaque période de six mois. Pour les intérêts courant en 1981, le taux annuel sera de 13,625 pour cent. Pour les intérêts courant dans les premie six mois de 1982 et dans chaque période ultérieure de six mois, l'Export-Import Bank of the United States devra informer le Sénégal du taux approprié préalablement au commencement de ladite période de six mois. Tous les intérêts payables en ce qui concerne la Dette consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 juin 1982.

c) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats-Unis et à leurs institutions figure à l'Annexe B aux présentes.

2. Le Sénégal accepte de régler la Dette non consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

a) La Dette non consolidée s'élevant à environ 740,000 dollars sera remboursée en trois paiements annuels égaux d'environ 247,000 dollars, intérêts en sus, le premier paiement devant être fait le 30 juin 1983 et les paiements suivants étant faits le 30 juin 1984 et le 30 juin 1985.

b) Le taux d'intérêt sur la Dette non consolidée et sur tous les intérêts de ladite Dette non consolidée arrivés à échéance mais non réglés, sera de 7,25 pour cent par année civile sur le solde non réglé desdits paiements dus à l'Agence pour le Développement international, conformément au prêt No. 685-HG-001, et 0,75 pour cent par année sur le solde non réglé desdits paiements dus à l'Agence pour le Développement international conformément au prêt No. 685-G-001, et de 8,3 pour cent par année civile sur le solde non réglé desdits paiements dus au Ministère de la Défense ou garantis par lui. En ce qui concerne l'Export-Import Bank of the United States, le taux d'intérêt sur la Dette non consolidée et sur tous les intérêts dus mais non réglés de ladite Dette on consolidée sera fixé semestriellement en fonction du coût marginal de l'argent imputable à la Banque, tel que fixé par la Banque préalablement au commencement de chaque période de six mois. Pour les intérêts courant en 1981, le taux annuel sera de 13,625 pour

cent. Pour les intérêts courant dans les premiers six mois de 1982 et dans chaque période ultérieure de six mois, l'Export-Import Bank of the United States devra informer le Sénégal du taux approprié préalablement au commencement de ladite période de six mois. Tous les intérêts payables en ce qui concerne la Dette non consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année à partir du 30 juin 1982.

c) Un tableau récapitulatif des montants de la Dette non consolidée due aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe C aux présentes.

3. Il est entendu que des ajustements peuvent être apportés, le cas échéant, aux montants de la Dette consolidée et de la Dette non consolidée, par les Accords d'exécution. Ceci peut, en partie, tenir compte des prêts relatifs à la Dette pendant la Période de consolidation. Les ajustements devront être apportés aux remboursements prévus à partir de l'entrée en vigueur du présent Accord conformément au présent Accord pour traduire les intérêts accrus, courus et dus, pendant la Période de consolidation. Il est, de plus, convenu que le Gouvernement du Sénégal réglera à compter du 30 juin 1981, tous arriérés de paiement de la Dette dans les plus brefs délais possibles et en tout état de cause le 30 juin 1982 au plus tard. En outre, il est entendu que le Crédit 4914 de l'Export-Import Bank ne doit pas être compris dans le rééchelonnement et qu'il doit être considéré comme un arriéré. En conséquence, le solde restant dû sur ledit crédit, intérêts en sus, d'un montant total de 2 619 580,09 dollars est dû et payable dans les plus brefs délais possibles et en tout état de cause le 30 juin 1982 au plus tard.

Il est également convenu que, conformément aux termes du prêt AID 685-G-001, les paiements seront convertis et remboursés en dollars U.S. au taux de change en vigueur à l'Ambassade Américaine le jeudi 26 août 1982, c'est-à-dire 341 CFA par dollar U.S.

ARTICLE IV

Dispositions Generales

1. Le Sénégal convient d'accorder aux Etats-Unis et à leurs institutions, ainsi qu'à tout autre créancier qui est partie à un Contrat, un traitement et des conditions non moins favorables que ceux qui seraient accordés à tout autre pays créancier ou à ses organismes pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal.

2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par les Accords d'exécution ultérieurs, toutes les conditions des Contrats demeurent inchangées.

ARTICLE V

Entrée en vigueur

1. Le présent Accord entrera en vigueur en ce qui concerne la Dette dès réception par le Sénégal d'une notification écrite du Gouvernement des Etats-Unis l'avisant que toutes les conditions nationales d'ordre juridique requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Dakar, en double exemplaire, ce 26 jour de août 1982, en anglais et en français, chaque texte faisant également foi.

POUR LES ETATS-UNIS D'AMERIQUE	POUR LA REPUBLIQUE DU SENEGAL
C W Bray	M Seck
Charles W. Bray *Ambassador*	Monsieur Moustapha Seck *Ministre d'Etat pour* *l'Economie et des Finances*

ANNEXE A

Contrats sujets à rééchelonnement

Agence pour le Développement International

Numéro de prêt

685-HG-001

685-G-001

Export-Import Bank

Numéros de prêts:

G-10-319 6325
G-05-143
G-80-28

Ministère de la Défense

Accords de prêt:

FFB No. 1 (771) en date du 29 septembre 1977

ANNEXE B

Récapitulatif de la Dette consolidée*

(en millions de dollars des Etats-Unis)

	Paiements venant à échéance entre le 1/7/81 et le 31/12/81	**Paiements venant à échéance entre le** 1/1/82 et le 30/6/82
Agence pour le Développement International	0,2	0,3
Export-Import Bank	1,5	1,0
Ministère de la Défense	0,6	0,6
Total	2,3	1,9

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 3 de l'Article III.

ANNEXE C

Récapitulatif de la Dette non consolidée*

(en millions de dollars des Etats-Unis)

	Paiements venant à échéance entre le 1/7/81 et le 31/12/81	**Paiements venant à échéance entre le** 1/1/82 et le 30/6/82
Agence pour le Développement International	.....	.....
Export-Import Bank	0,2	0,2
Ministère de la Défense	0,1	0,1
Total	0,3	0,3

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 3 de l'Article III.

ANNEX D

PROCES-VERBAL ACREE RELATIF A LA CONSOLIDATION DE LA DETTE DE LA REPUBLIQUE DU SENEGAL.

I.—*Preambule*

1. Les représentants des Gouvernements de la République Fédérale d'Allemagne, de la Belgique, du Canada, du Danemark, de l'Espagne, des Etats-Unis d'Amérique, de la France, de l'Italie, de la Norvège, des Pays-Bas, du Royaume-Uni, de la Suède et de la

Suisse et ci-après désignés "pays créanciers participants" se sont réunis à Paris les 12 et 13 octobre 1981 avec les représentants du Gouvernement de la République du Sénégal pour examiner la demande d'un allègement du service de la dette extérieure de ce pays. Des observateurs du Japon ainsi que du Fonds Monétaire International, de la Banque Internationale pour la Reconstruction et la Développement, du Secrétariat de la ONUCED, de la Banque Africaine de Développement, de la Commission des Communautés Européennes et de l'Organisation de Coopération et de Développement Economique ont également assisté à la réunion.

2. La délégation Sénégalaise a souligné les graves difficultés que connait son pays dans les domaines économique et financier et la ferme détermination de son Gouvernement à résorber les déséquilibres économiques et financiers et à atteindre les objectifs définis par le programme qui sous-tend l'accord de confirmation conclu avec le Fonds Monétaire International.

3. Les représentants du Fonds Monétaire International ont décrit la situation économique du Sénégal ainsi que les principaux éléments du programme d'ajustement mis en oeuvre par le Gouvernement Sénégalais et appuyé par l'accord de confirmation avec le Fonds Monétaire International qui a-été approuvé par le Conseil d'administration le 11 septembre 1981. Cet accord, prévu pour la période s'étendant jusqu'au 10 septembre 1982 implique des engagements précis à la fois dans le domaine économique et dans le domaine financier.

4. Les représentants des pays créanciers participants ont pris note des mesures de redressement incluses dans le programme économique et financier entrepris par le Gouvernement Sénégalais et ont souligné l'importance qu'ils attachent à sa réalisation régulière et totale et en particulier à la revitalisation du secteur productif de l'économie et à l'amélioration de la gestion des finances publiques et des ressources en devises.

II.—*Recommendations relatives aux termes du reamenagement*

Conscients des graves difficultés de paiements rencontrées par la République du Sénégal, les représentants des pays créanciers participants sont convenus de recommander à leurs Gouvernements ou Institutions appropriées de procéder à un allègement de la dette de la République du Sénégal au moyen d'un rééchelonnement on d'un refinancement, dans les termes suivants:

1. *Définition des dettes concernées.*

Les dettes dont le service est pris en considération pour l'application de ce réaménagement, sont:

a) les crédits commerciaux, comportant initialement une durée de crédit supérieure à 1 an, garantis ou assurés par les gouvernements ou les organismes appropriés des pays participants, ayant fait l'objet d'un contrat ou de toute autre forme d'arrangement financier conclu avant le 1er juillet 1981, ac-

cordés au Gouvernement du Sénégal ou bénéficiant de sa garantie.

b) les prêts gouvernementaux ou des organismes appropriés des pays créanciers participants, comportant initialement une durée de crédit supérieure à 1 an, conclus avant le 1er juillet 1981, accordés au Gouvernement du Sénégal ou bénéficiant de sa garantie.

Ce réaménagement ne s'applique pas aux dettes contractées par Air Afrique et par l'Agence pour la Sécurité de la Navigation Aérienne garanties par le Gouvernement du Sénégal conjointement avec d'autres Gouvernements.

2. *Termes de la consolidation*

L'allègement de la dette s'appliquera sur les bases ci-dessous:

a) 85% des montants en principal et en intérêts payables du 1er juillet 1981 au 30 juin 1982 inclus, et non réglés sur les prêts et les crédits mentionnés au paragraphe 1 ci-dessus seront rééchelonnés ou refinancés.

b) le remboursement par la République du Sénégal des sommes correspondantes sera effectué en 10 versements semestriels égaux et successifs, le premier intervenant le 30 juin 1986 (fin de la période de grâce) et le dernier le 31 décembre 1990 (fin de la période de remboursement).

c) le paiement des 15% restant dûs en principal et intérêts sera effectué en trois versements selon l'échéancier suivant:

5% le 30 Juin 1983,
5% le 30 Juin 1984,
5% le 30 Juin 1985.

3. *Taux d'interêt*

Le taux et les conditions de l'intérêt à verser au titre de ces facilités financières seront fixés bilatéralement entre la Gouvernement de la République du Sénégal et le Gouvernement ou les organismes appropriés de chacun des pays créanciers participants.

Chacun des pays créanciers est disposé à faire l'effort maximum pour maintenir les taux d'intérêt applicables le plus bas possible en tenant compte du taux approprié du marché et des modalités juridiques ou autres de chaque consolidation.

III.—*Recommandations generales*

1) Afin d'assurer un traitement comparable aux créanciers extérieurs publics et privés, la Délégation Sénégalaise a indiqué que son Gouvernement s'engage à chercher à obtenir de ses créanciers privés, y compris les banques, un financement ou un refinancement à des conditions semblables à celles qui ont été négociées, pour les crédits d'échéance comparable et couverts par le présent Procès-Verbal, et s'engage à n'établir aucune discrimination entre chaque catégorie de créanciers.

2) Le Gouvernement de la République du Sénégal accordera à chacun des pays participants un traitement qui ne sera pas moins

favorable que celui qu'il accordera éventuellement à tout autre pays créancier pour des dettes de terme comparable.

3) Le Gouvernement de la République du Sénégal s'engage à négocier dans les meilleurs délais des accords de rééchelonnement ou de refinancement avec tous les autres pays créanciers pour des dettes de terme comparable.

4) Les régles fixées au présent Procès-Verbal ne s'appliquent pas aux pays dont le total du montant des échéances en principal et intérêt dûes pendant la période de réaménagement est inférieur à 500.000 DTS. Les paiements dûs à ces pays continueront à être régis selon le calendrier originel. Les échéances dues et non réglées devront être payées le plus tôt possible et en tout cas avant le 30 juin 1982.

5) Les pays créanciers participants notant que touté réserve antérieure sur ce point sera respectée, sont convenus que chaque pays communiquera, à la demande de tout autre pays participant, une copie de son accord bilatéral avec le Gouvernement de la République du Sénégal. Le Gouvernement de la République du Sénégal prend acte de cette disposition.

6) Chaque pays participant accepte d'indiquer au Président de ce groupe de créanciers la date de la signature de son accord bilatéral, les taux d'intérêt pratiqués et les montants des dettes concernées. Le Gouvernement de la République du Sénégal prend acte de cette disposition.

7) Le Gouvernement de la République du Sénégal informera le Président de ce groupe de créanciers du contenu de ces accords bilatéraux avec tous les créanciers mentionnés aux paragraphes 1, 2 et 3 ci-dessus.

8) Le Gouvernement du Sénégal s'engage à payer les échéances dûes et non réglées au titre de prêts ou de crédits commerciaux accordés ou garantis par les Gouvernements ou les organismes appropriés des pays créanciers participants, et n'entrant pas dans le champ d'application du présent Procès-Verbal agréé le plus tôt possible et en tout cas avant le 30 juin 1982.

IV.—*Mise en oeuvre*

Les modalités du rééchelonnement ou du refinancement seront fixées dans des accords bilatéraux à conclure par chacun des pays créanciers avec le Gouvernement de la République du Sénégal sur la base des principes suivants:

1. Le Gouvernement de chaque pays créancier:

soit refinancera les dettes, par mise à la disposition du Gouvernement de la République du Sénégal à la même date et pour les pourcentages indiqués ci-dessus, de financements correspondants aux dettes dues selon les échéanciers couvrant la période de réaménagement,

soit rééchelonnera les échéances correspondantes.

2. Tous les autres points concernant le rééchelonnement ou le refinancement seront fixés dans les accords bilatéraux que le Gouver-

nement de la République du Sénégal et les Gouvernements des pays créanciers participants s'efforceront de conclure dans les meilleurs délais et autant que possible avant la fin du mois de février 1982.

3. Les dispositions du présent Accord s'appliqueront à la condition que le Gouvernement de la République du Sénégal continue d'être autorisé à faire des achats dans le cadre de l'accord conclu avec le Fonds. A cette fin, le Gouvernement de la République du Sénégal est d'accord pour que le Fonds informe le Président de ce groupe de créanciers de l'état des relations entre le Gouvernement de la République du Sénégal et le Fonds.

4. En réponse à la demande des représentants du Gouvernement du Sénégal les pays participants se sont déclarés d'accord en principe pour examiner ulté-rieurement le problème des échéances de la dette du Sénégal venant à échéance après le 1er juillet 1982, sous réserve:

que le Sénégal continue d'avoir un accord avec le Fonds Monétaire International qui implique l'utilisation des ressources du Fonds comportant des conditionnalités des tranches supérieures de crédit.

et que le Sénégal ait conclu avec les banques et les autres créanciers les accords effectifs répondant aux conditions prévues à la section III paragraphes 1, 2 et 3 ci-dessus.

5. Les représentants des pays créanciers participants et les représentants du Gouvernement de la République du Sénégal sont convenus de recommander à leurs Gouvernements ou institutions appropriées d'ouvrir dans les meilleurs délais les négociations bilatérales et de les conduire sur la base des principes énoncés ci-dessus.

Fait à Paris, ce jour le 13 octobre 1981 en deux versions en langue française et anglaise les deux textes faisant également foi.

Le Président du Club
de Paris

Le Chef de la Délégation
de la République du Sénégal

Délégation de la République
Fédérale d'Allemagne

Délégation de la France

Délégation de la Belgique

Délégation de l'Italie

Délégation du Canada

Délégation de la Norvège

Délégation du Danemark

Délégation des Pays-Bas

Délégation de l'Espagne

Délégation du Royaume-Uni

Délégation des Etats-Unis
d'Amérique

Délégation de la Suisse

Délégation de la Suède

INDIA

Economic Assistance: Maharashtra Social Forestry

Agreement signed at New Delhi August 31, 1982;
Entered into force August 31, 1982.

A.I.D. Loan No. 386-T-231

A.I.D. Project No. 386-0478

PROJECT LOAN AND GRANT AGREEMENT

Between

THE PRESIDENT OF INDIA

AND

THE UNITED STATES OF AMERICA

for

MAHARASHTRA SOCIAL FORESTRY

Dated: August 31, 1982

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Loan No. 386-T-231

A.I.D. Project No. 386-0478

Project Loan and Grant Agreement

Dated: August 31, 1982

Between

The President of India ("Cooperating Country")

And

The United States of America, acting through the

Agency for International Development ("A.I.D.").

Article 1. The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2. The Project

SECTION 2.1. Definition of Project. The project, which is further described in Annex 1, will consist of (i) expansion and strengthening a social forestry extension organization and reforestation program in the state of Maharashtra to assist approximately 4,300 village panchayats spread over 27 districts in the state in managing the government,communal and private lands for increasing the supply of firewood,fodder,fruit and small timber and other forest products, (ii) establishment of an Information and Technology unit to assist the Maharashtra Horticulture and Social Forestry Department's extension efforts, and (iii) creation of nursery production and plantation management skills in village communities. Approximately 81,000 hectares of mixed

plantations adjacent to rural villages will be planted under the Project. Annex 1, attached, amplifies the definition of the Project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2, without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant; The loan. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D. pursuant to Foreign Assistance Act of 1961, as amended,[1] agrees to grant to the Cooperating Country not to exceed U.S. Dollars Five Million ($5,000,000) ("Grant") and lend the Cooperating Country under the terms of this Agreement not to exceed U.S. Dollars Twenty Five Million ($25,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1, and local currency costs, as defined in Section 7.2, of goods and services required for the Project.

SECTION 3.2. Cooperating Country Resources for the Project

(a) The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Assistance, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources to be provided or caused to be provided by the Cooperating Country are estimated to be not less than the equivalent of Thirty Million U.S. Dollars ($30,000,000)including costs borne on an "in-kind" basis.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

SECTION 3.3. Project Assistance Completion Date

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1990, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Assistance will have been performed and all goods financed under the Assistance will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Assistance for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country may at any time or times reduce the amount of the Assistance by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Loan Terms

SECTION 4.1. Interest. The Cooperating Country will pay A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following date of the first disbursement of the Loan

hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Cooperating Country will pay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual instalments of Principal and interest. The first instalment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Cooperating Country with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the instalments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of India which enable the Cooperating Country to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

Article 5: Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Cooperating Country will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its items;

(b) A statement of the names of the persons holding or acting in the office of the Cooperating Country specified in Section 9.2, and a specimen signature of each person specified in such statement;

SECTION 5.2. Disbursement for Management Plan. Prior to any disbursement of Loan funds under the project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement shall be made, the Cooperating Country shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a standard format and written guidelines and procedures for the preparation by Maharashtra Horticulture and Social Forestry Department (H&SFD) of a management plan for production and distribution of produce from the community land participating in the project.

SECTION 5.3. Disbursement for Research Program. Prior to any disbursement of Grant funds under the project for research activities, other than for a marketing study of forestry products for off-farm use or for assistance required for the development of the plan for the research program, or to the issuance by A.I.D. of documentation pursuant to which such disbursement shall be made, the Cooperating Country shall, except as A.I.D. otherwise agrees in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a detailed, preliminary plan for the research program to be conducted under the Project.

SECTION 5.4. Disbursement for Training Program. Prior to any disbursement of Grant funds under the project for training activities, other than for assistance required for the development of the plan for the training program, or to the issuance by A.I.D. of documentation pursuant to which such disbursement shall be made, the Cooperating Country shall, except as A.I.D. otherwise agrees in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., a plan for all training activities under the Grant.

SECTION 5.5. Notification. When A.I.D. has determined that each of the conditions precedent specified in Section 5.1, 5.2, 5.3, and 5.4 have been met, it will promptly notify the Cooperating Country.

SECTION 5.6. Terminal Dates for Conditions Precedent.

(a) If the Conditions specified in Section 5.1 (a) and 5.1 (b) have not been met within ninety days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

(b) If the conditions specified in Section 5.2, 5.3 & 5.4 have not been met within six months from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

Article 6. Special Covenants

SECTION 6.1. Except as the Parties may otherwise agree in writing, the Cooperating Country agrees that the following actions, in form and substance satisfactory to both parties, will be undertaken:

(a) Documentation provided to AID confirming that staffing and budgets have been established or will be provided for the H&SFD sufficient to carry out the objectives of the project and to build and maintain an institution capable of sustaining the expansion of social forestry throughout Maharashtra;

(b) Professional forestry and other staff as appropriate assigned to the H&SFD may receive training under the project provided their services are retained for the H&SFD in accordance with applicable Government of India rules governing period of bond following training;

(c) Documentation provided to AID confirming that a methodology has been established to determine household consumption estimates being prepared for this project;

(d) Documentation provided to A.I.D. confirming that criteria have been established for the distribution of forest produce;

(e) Documentation provided to AID confirming that criteria have been established for the selection of villages to participate in the project;

(f) Establishment of an evaluation program as an integral part of the Project, which includes the establishment of an adequately staffed monitoring and evaluation unit within the H&SFD by June 1983. The program will include, during the implementation of the Project and at one point thereafter (1) evaluation of progress toward attainment of the objectives of the Project; (2) identification and evaluation of problem areas or constraints which may inhibit such attainment; (3) assessment of how such information may be used to help overcome such problems; and (4) evaluation to the degree feasible, of the overall development impact of the Project.

Article 7. Procurement Source

SECTION 7.1. Foreign Exchange Costs. Except as AID may otherwise agree in writing and except as provided in the Standard Provisions Annex

C.1.(b) with respect to marine insurance procurement, source for foreign exchange costs shall be as follows:

(a) Loans. Loan financed disbursements pursuant to Section 8.1 will be used exclusively to finance the cost of goods and services required for the project having a source and origin in countries included in Code 941 of the AID Geographic Handbook as in effect at the time orders are placed or contracts are entered into for such goods and services.

(b) Grants. Grant financed disbursements pursuant to Section 8.1 will be used exclusively to finance the cost of goods and services required for the project having a source and origin in the United States (as in effect at the time orders are placed or contracts are entered into for such goods and services).

(c) Ocean Transportation. Ocean transportation costs under both the Loan and Grant shall be financed only on Flag vessels of the United States or the Cooperating Country.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in India ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

Article 8. Disbursements

SECTION 8.1. Disbursement for Foreign Exchange Costs.

The Cooperating Country may obtain disbursement of funds under the Assistance for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of the Agreement, and conditions precedent by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Cooperating Country and may be financed under the Assistance.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) The Cooperating Country may obtain disbursement of funds under the Assistance for Local Currency Costs required for the Project in accordance with the terms of this Agreement and conditions precedent, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs;

(b) The local currency needed for such disbursement hereunder shall be purchased by A.I.D. with U.S. Dollars from the Reserve Bank of India. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursement of the Assistance may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Assistance are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into currency of India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or

supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 8.2 (b).

Article 9. Miscellaneous

SECTION 9.1. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address:	Secretary to the Government of India Department of Economic Affairs Ministry of Finance New Delhi
Alternate Address for telegrams:	ECOFAIRS, New Delhi

To A.I.D.

Main Address:	Mission Director USAID American Embassy, West Building New Delhi.
Alternate Address for telegrams:	USAID, New Delhi

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the office of Joint Secretary, Department of Economic Affairs, Ministry of Finance and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice, may designate additional representative for all purposes other than exercising the power under Section 2.1 to revise elements of amplified description in Annex 1. The names of the representatives of the Cooperating Country, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Combined Loan and Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi.[2] In the event of ambiguity or conflict between the two versions, the English language version will be used for final interpretation.

IN WITNESS WHEREOF, the Cooperating Country and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

[1] See footnote 1, p. 2014.
[2] Not printed in the Hindi language.

THE PRESIDENT OF INDIA

By Yogesh Chandra

Name: Yogesh Chandra

Title: Joint Secretary
Department of Economic Affairs
Ministry of Finance

THE UNITED STATES OF AMERICA

By Priscilla M. Boughton

Name: Priscilla M. Boughton

Title: Director
United States Agency for
International Development
India

Annex 1

AID Loan No. 386-T-231

Project No. 386-0478

PROJECT DESCRIPTION

The purpose of this eight year project is to develop the institutional capability of the Maharashtra Horticulture and Social Forestry Department (H&SFD) to assist villagers to manage their communal and private lands for increased and sustained production of forestry products. This will contribute to (1) an increased supply of firewood, fodder, fruit, and building material in rural areas; (2) a reduced rate of deforestation; and (3) an increase in rural employment. The project's purpose will be achieved through the development of a social forestry extension program that will encompass all 27 districts in rural Mahararashtra, including an estimated 4,300 village panchayats and roughly 6.5 million rural inhabitants.

The project's resources will be directed towards institutional strengthening efforts involving a partnership of public sector resources and private initiative. The principal elements of the project are: (1) expansion and strengthening of a newly created social forestry extension organization, the H&SFD; (2) the establishment of an Information and Technology (IT) Unit to support the H&SFD's extension efforts; (3) establishment of plantations on government, community and private lands with the assistance of the H&SFD as a means to developing the capability of villagers and their representatives to manage these resources; (4) creation of nursery and plantation management skills in these communities to sustain a village reforestation program; (5) provision of formal and

in-service training of forestry professionals in the techniques of forestry extension, community mobilization and forestry technology; and (6) applied research focussing on the technical and socio-economic aspects of social forestry.

The IT Unit will cooperate with the H&SFD to support effective development of an extension organization and program. Grant funds will finance a contract with a U.S. educational institution to provide the services of two long-term residents skilled in applied research and in forestry extension and training methodology. They along with three Indian professionals of comparable background and a support staff will comprise the IT Unit. The Unit will collaborate with the H&SFD in developing an applied research program that will address socio-economic, silvicultural and related social forestry problems. The Unit will assist in identification of training needs and subsequently coordinate the corresponding program. Institutions in India as well as in the U.S. and elsewhere in Asia will be involved. The Unit will be based in New Delhi.

The plantation program serves as the primary focus of the H&SFD's extension activities. Each village plantation offers a framework for imparting natural resource management skills to the villages. Plantations will be established primarily on wasteland poorly suited for crop cultivation. In most cases if this marginally used land is left untreated, continued environmental degradation will result.

During the eight years of the AID project, the program will expand to cover approximately 4,300 villages in all 27 districts of Maharashtra.

The H&SFD will assist villages to establish their own nursery and reforestation programs for government, community and private lands not being fully utilized. An average of 18.5 hectares will be covered in each participating village. In addition, small private nurseries will be established in each village. The H&SFD will provide technical assistance in forestry operations and training and leadership in the development of the ability of each village to manage its own program.

With the collaboration and cooperation of villagers and the panchayat, or village council, a management plan will be prepared describing the production and distribution of produce from the community land to be brought under the program. Roughly half of the land, or approximately 9 hectares, is expected to be government or community wasteland or strips alongside roads, railway lines, canals, etc. The other half will be in scattered plantings on private lands unsuited for agriculture such as field bunds, farm yards and marginally productive field plots.

All seedlings needed to initiate the village program will be supplied at no charge by the H&SFD, after the preconditions set out in the management plan have been met. Most of these seedlings will be grown in 54 district nurseries by the H&SFD. In addition, seedlings grown in the privately operated village and school nurseries will be purchased by H&SFD for use in the program during the first three years. Private nurseries will be sponsored by the H&SFD to create local seedling production capability and to encourage further private participation in an expansion of reforestation efforts supported by this project.

TIAS 10476

After the three-year start-up period these village nurseries are expected to operate on a commercial basis. Three years after initiation of a village program, with nurseries and plantations established and operating, H&SFD staff activity at the village will be reduced to periodic visits to demonstrate innovative techniques or to respond to specific problems.

At the end of the project, a social forestry institution (H&SFD) will have been strengthened with a well trained and experienced staff in place capable of further expanding the social forestry program throughout Maharashtra. U.S. assistance will have been directed towards strengthening the monitoring and evaluation capabilities of the organization as well as in assisting in training and research. Provision of these inputs will have contributed substantially to helping solve Maharashtra's social, economic and environmental problems associated with a declining forest base. At the end of eight years an estimated 81,000 hectares will have been planted and will be managed and operated not by the H&SFD but rather by the communities in or near which they are located. The area planted during the project will supply the approximately 4,300 villages and their 6.5 million inhabitants included in the program with 20 percent of their current average annual firewood needs. With the establishment of village nurseries conditions for potentially doubling the amount of forested area under private ownership, from 36,450 ha to 72,900 ha, therefore benefiting an even larger percentage of the population, will also have been created. Employment generated from plantation work is expected to total 30 million work days over the life of the project.

The AID loan of $25 million will finance roughly half of local costs associated with establishing approximately 4,300 village programs. Vehicles and construction costs will not be eligible for financing. Fixed-amount reimbursement will be used to finance the establishment of approximately 4,300 village programs. Each such program will be reimbursed in three instalments: approval of the management plan, completion of planting, and issuance of a survival report. The amount to be reimbursed at each of these stages and the minimum conditions to be met at each in order to warrant the reimbursement, will be agreed in Project Implementation Letters. The grant of $5 million will be used primarily to finance the foreign exchange costs of U.S. contractor services and the costs of U.S. and in-country training. The share of AID financing is shown in Attachment A to this Annex.

The host country contribution of $30 million equivalent will finance the balance of the costs of establishing approximately 4,300 village plantations and wholly finance the costs of vehicles and construction.

Attachment A

Annex 1

ILLUSTRATIVE COST ESTIMATES AND FINANCIAL PLAN
($000; $1.00 = Rs.9.40)

PROJECT ELEMENT	AID LOAN			GOI/GOM	TOTAL
	LC	FX	TOTAL		
Plantations: Direct Costs	14,190	-	14,190	13,230	27,420
Plantations: Indirect	10,810	-	10,810	15,820	26,630
H&SFD Staff	(7,876)	-	(7,876)	(7,344)	(15,220)
Operating Costs	(2,934)	-	(2,934)	(2,736)	(5,670)
Equipment, Buildings, etc.	-	-	-	(5,740)	(5,740)
SUB-TOTAL PLANTATIONS	25,000	-	25,000	29,050	54,050
	AID GRANT				
	LC	FX	TOTAL		
IT Unit	904	2,146	3,050	-	3,050
Training	540	1,120	1,660	-	1,660
Overseas	-	(1,120)	(1,120)	-	(1,120)
In-country	(540)	-	(540)	-	(540)
Research	190	50	240	950	1,190
Evaluation	-	50	50	-	50
SUB-TOTAL	1,634	3,366	5,000	950	5,950
GRAND TOTAL	26,634	3,366	30,000	30,000	60,000

MAURITIUS

Agricultural Commodities

Agreement amending the agreement of May 27, 1981.
Effected by exchange of notes
Signed at Port Louis June 25, 1981;
Entered into force June 25, 1981.

The American Ambassador to the Mauritian Acting Prime Minister and Minister of Finance

Embassy of the
United States of America
Port Louis, June 25, 1981

No. 35

Mr Minister:

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two governments on May 27, 1981 [1] and to propose that Part II, of the Particular Provisions be amended as follows: Under item I, Commodity Table on lines titled Rice and Wheat Flour and under the appropriate column headings, change 3,500 tons and 6,200 tons to 5,100 tons and 5,200 tons and DOLS 1.8 million and 1.7 million to DOLS 2.1 million and 1.4 million. All other terms and conditions of the May 27, 1981 agreement remain the same. If the foregoing is acceptable to your government, I propose this note and your reply thereto constitute an agreement between our two governments effective on the date on your note in reply.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

Robert Gordon [2]

The Honorable Sir Veerasamy Ringadoo,
Acting Prime Minister,
Mauritius.

[1] TIAS 10221; 33 UST 3256.
[2] Robert F. Gordon.

The Mauritian Acting Prime Minister and Minister of Finance to the American Ambassador

MINISTRY OF FINANCE

PORT LOUIS - MAURITIUS

25th June, 1981

Your Excellency,

I have the pleasure to refer to your note of the 25th June 1981 on the proposed amendment to Part II, of the Particular Provisions of the Agricultural Commodity Agreement entered into by our two Governments and to inform you that my Government agrees to the amendment as follows: Under item I, Commodity Table on lines titled Rice and Wheat Flour and under the appropriate column headings, change 3,500 tons and 6,200 tons to 5,100 tons and 5,200 tons and DOLS 2.1 million and 1.4 million. It is understood that your note and this reply constitute an agreement between our two Governments effective as from to-day.

Accept, Your Excellency, the renewed assurances of my highest consideration.

Yours Sincerely

(V. Ringadoo)
Acting Prime Minister and
Minister of Finance

H.E. Mr Robert F. Gordon,
Ambassador,
United States of America,
PORT LOUIS.

GPO: 1985 48-457 (12800)

SRI LANKA

Agricultural Commodities

Agreement signed at Colombo June 30, 1982;
Entered into force June 30, 1982.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE
PUBLIC LAW 480, TITLE I[1] PROGRAM

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of The Agreement signed March 25, 1975,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dollars Million)
Wheat	1982	107,000	17.6

Item II. Payment Terms (Convertible Local Currency Credit):

(A) Initial Payment - Five (5) Percent;

(B) Currency Use Payment - None;

(C) Number of Installment Payments - Thirty-One (31);

(D) Amount of Each Installment Payment - Approximately Equal Annual Amounts;

(E) Due Date of First Installment Payment - Ten (10) Years After Date of Last Delivery of Commodities in Each Calendar Year;

(F) Initial Interest Rate - Two (2) Percent;

(G) Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat	1982	300,000

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 8107; 26 UST 1244.

Item IV. Export Limitations:

A. The Export Limitation Period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Limitations Apply:

For the purposes of Part I, Article III (A)(4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or the same products under a different name). These limitations are waived for exports of wheat flour to Maldives.

Item V. Self Help Measures:

A. The Government of Sri Lanka will undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures are to be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sri Lanka will undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for the implementation.

(1) Food and Agricultural Policy

Continue to give high priority to the development of an integrated national agriculture/food/nutrition strategy (to include production, storage, procurement, and distribu-

tion) and estimates of the long term (5 - 10 year) domestic and external resources required for implementation of the strategy. The strategy should include food production, marketing and distribution policies directed toward alleviating malnutrition among lower income groups. Development of the strategy should include a study of key policies affecting prices of agricultural inputs and outputs; a listing of these key policies; and an analysis of their relationship and interactions, including those which adversely affect production and recommendations as to whether such policies should be changed, and, if so, how. During, and as part of, the development of the strategy, the Government of Sri Lanka will continue to:

(A) Improve data collection with respect to estimates of agricultural production and statistical analysis of agricultural production and consumption to support the strategy.

(B) Update the study of agricultural policies and marketing systems in the dryland areas, including development of recommendations which could promote increased agricultural production.

(C) Provide increased training for management and technical staff in the appropriate government agencies in the analytical procedures and organizational mechanisms needed to develop, implement and update the integrated national agricultural/food/nutritional strategy.

Benchmark:

The Government of Sri Lanka will prepare by September 30, 1982, a report covering the institutional arrangements and the framework, objectives, plans, scope and timing of the strategy and supporting investment projections to be developed.

This report will include local and external resource requirements for developing the strategy and investment proposals. A copy of this report will be submitted to the U.S. Government.

The Government of Sri Lanka will undertake efforts for the development of the agriculture/food/nutrition strategy and will prepare investment proposals which are expected to be reflected in future years' public investment programs. Upon completion, a copy of the strategy and investment proposals will be provided to the U.S. Government and other concerned donor representatives.

By November 15, 1982, the Government of Sri Lanka agrees to provide a written report covering the calendar year 1982 which summarizes efforts undertaken to carry out the measures noted in Item V.B.1.(A) - (C) above.

(2) Agricultural Development and Research

Continue to carry out or cause to be carried out the following which may be financed using the sale proceeds under this or previous agreements:

(A) Cropping and farming systems research in and further development of the dryland areas to promote sustained, increased productivity.

(B) Research and related activities to improve food grain, legume and root and tuber crops production and marketing.

Benchmark:

The Government of Sri Lanka will advise the U.S. Government by September 30, 1982, of plans and schedules for agencies to carry out these efforts. The Government of Sri Lanka also

agrees to provide the U.S. Government by November 15, 1982, with a report covering the progress of the efforts noted in Item V.B.2.(A) and (B) above. In addition, summaries of relevant studies with regard to these efforts, when completed, will be provided to the U.S. Government.

(3) Resource Management

Use of the proceeds of this agreement or any previous agreement to support capital expenditures during 1982 in the following areas:

(A) Irrigation and Water Management (including drainage and reclamation);

(B) Agricultural Production, Extension and Research;

(C) Integrated Rural Development;

(D) Improvements to and Expansion of Fertilizer and Grain Storage; and

(E) Reforestation and Land and Water Conservation.

Benchmark:

The Government of Sri Lanka will provide, from sales proceeds under this or previous agreements or other resources, for the following estimated capital expenditures during 1982 in support of the areas noted in Item V.B.3.(A) through (E) above:

		(Million Rupees)
(A)	Irrigation and Water Management (including drainage and reclamation)	207
(B)	Agricultural Production, Extension and Research	83
(C)	Integrated Rural Development	41
(D)	Improvements to and Expansion of Fertilizer and Grain Storage	41
(E)	Reforestation and Land and Water Conservation	31
Total		403

C. By November 15, 1982, the Government of Sri Lanka agrees to provide a written report which will include, but not be limited to:

(1) Progress on the implementation of the self-help measures set out in Item V.B. above;

(2) A comparison of benchmarks and achievements to determine progress in meeting the self-help measures set out in Item V.B. above;

(3) A review of the levels of funding being released to carry out the self-help measures.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

A. The proceeds accruing to the Government of Sri Lanka from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture, nutrition, and rural development sectors, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sri Lankan people and their capacity to participate in the development of their country.

C. As long as unutilized sales proceeds remain available, the Government of Sri Lanka shall provide semi-annual reports on how the proceeds have been used to directly

benefit the needy in accordance with items V and VI of this Agreement. The first report will be submitted by July 20, 1983, covering proceeds under the 1981 Agreement signed May 29, 1981 and for proceeds under this Agreement by November 15, 1982, and subsequent reports by July 20 and November 15 of each successive year.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed the present Agreement. Done at Colombo, in duplicate, the 30th day of June 1982.

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA:

Dr. W. M. Tilakaratna
Secretary
Ministry of Finance and Planning

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

John H. Reed
Ambassador

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, Sri Lanka

June 30, 1982

Mr. Ronnie Weerakoon
Director of External Resources
Ministry of Finance and Planning
Colombo

Dear Mr. Weerakoon:

This letter constitutes the agreed minutes of our negotiations on the Agreement between our Governments to be signed in June 1982, for the sale of agricultural commodities under the PL-480, Title I Program.

During the course of negotiations, it was understood and agreed that:

1. Reporting Schedule

The Government of Sri Lanka will comply with the reporting schedule specified in the Agreement, and summarized in the Annex to these minutes, in a timely and responsive fashion.

2. Publicity

Measures will be taken by the Government of Sri Lanka to ensure that shipments of PL-480 commodities receive full publicity in Sri Lanka, and are identified as being made available to Sri Lanka on a concessional basis, from the people of the United States.

3. Commodity Deliveries

In order to expedite implementation of the Agreement after signature, the Government of Sri Lanka is encouraged to make an early request, through its Embassy in Washington, for purchase authorizations (PA's). Letters of credit, for both commodities and freight, should also be opened promptly after PA's are issued, commodities purchased, and vessels booked.

4. U.S. Market Share

In accordance with Section 103(0) of PL-480 and Part I, Article III (A)(2) of the Agreement, the Government of Sri Lanka will take steps to ensure that the United States obtains a fair share of any increase in commercial purchases of agricultural commodities.

5. Instructions to the Sri Lankan Embassy in Washington

The Government of Sri Lanka has made arrangements to relay to the Sri Lankan Embassy in Washington all instructions, information, and authority necessary to ensure timely implementation of the Agreement, including: (a) type and grade of commodities to be purchased under the Agreement, in accordance with official U.S. standards; (b) proposed contracting and delivery schedules, and latest feasible delivery date (i.e., delivery to vessel at U.S. port); (c) name and address of the bank in Sri Lanka, and U.S. commercial banks, through which letters of credit for commodities and ocean freight will be opened; (d) authority to make prompt transfers of funds to cover initial payment and ocean freight costs on commodities purchased under the Agreement; (e) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of a purchasing and/or shipping agent if applicable); and (f) instructions to contact the Program Operations Division, Export Credits, Foreign Agricultural Service, U.S. Department of Agriculture, tel. (202) 447-5780, for assistance in implementing the Agreement.

6. Regulatory and Legislative Requirements

(a) Purchase of food commodities from private stocks under the Agreement must be made on the basis of invitations for bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(b) Terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, prior to issuance.

(c) If the Government of Sri Lanka nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the Government of Sri Lanka is

required to notify the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, Foreign Agricultural Service, U.S. Department of Agriculture in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

7. Letters of Credit

(a) The Government of Sri Lanka will take appropriate measures to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked. Ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities or ocean freight are not available at the time of loading. This can result in costly claims on the account of the Government of Sri Lanka by vessel owners for demurrage, and by commodity suppliers for carrying charges.

(b) Letters of credit for one hundred (100) percent of ocean freight must be opened not later than forty-eight (48) hours prior to vessel presentation for loading, providing for sight payment or acceptance of a draft in United States dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party, or booking note. Where the ocean freight contract provides for demurrage and dispatch, ninety (90) percent must be paid promptly on arrival of cargo. The remaining ten (10) percent, less dispatch, if any, should be paid promptly to the carrier upon completion of the laytime statement. In the event of dispute as to the amount of dispatch, the owner should receive the ten (10) percent less disputed dispatch or, if there is demurrage, the full ten (10) percent plus the demurrage not in dispute. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

8. Performance Bonds

If the commodity IFB issued by the Government of Sri Lanka requires a performance bond, the requirement must be fair to both buyer and seller. The U.S. Department of Agriculture is developing performance bond language which may be used in commodity IFB's.

9. Export Limitation

With reference to Part II, Item IV of the Agreement, it is understood and agreed that limitations do not apply to exports of wheat bran from the Prima Flour Mill.

Sincerely,

John S. Blodgett
Acting Counselor of Embassy

Enclosure: As Stated

I concur with the above text.

Ronnie Weerakoon
Director of External Resources
Ministry of Finance and Planning

Annex to the Agreed Minutes

FY 1982 PL-480, TITLE I AGREEMENT

Reporting Schedule

Due Date	Report	Reference
July 20, 1982	Local Currency Sales Proceeds Report covering 1981 Agreement	II-VI-C
July 20, 1982	Quarterly Compliance Report for 3rd Quarter, FY 1982	I-III-D-2,3&4
Sept. 30, 1982	Self-Help: Benchmark Report on institutional arrangement, framework, plans, scope and timing of the Integrated National Agriculture/Food/Nutrition Strategy	II-V-B-(1)
Sept. 30, 1982	Self-Help: Benchmark Report on plans for implementation of Agricultural Development and Research Measures	II-V-B(2)
Upon Completion	A copy of the Strategy and Investment Proposals	II-V-B-(1)
Oct. 20, 1982	Quarterly Compliance Report for 4th Quarter, FY 1982	I-III-D-2,3,&4
Nov. 15, 1982	Self-Help Report: Benchmark Report on implementation of all self-help measures set out in II-V-B	II-V-B-(1) II-V-B-(2) II-V-C-(1),(2)&(3)
Upon Completion	Self-Help: Summaries of relevant studies in connection with Agricultural Development and Research measures	II-V-B-(2)
Nov. 15, 1982	Local Currency Sales Proceeds Report Covering 1982 Agreement	II-VI-C
Jan. 20, 1983	Quarterly Compliance Report for 1st Quarter, FY 1983	I-III-D-2,3,&4
Apr. 20, 1983	Quarterly Compliance Report for 2nd Quarter, FY 1983	I-III-D-2,3,&4

Due Date	Report	Reference
July 20 and Nov. 15 of 1983 and subsequent years	Subsequent Local Currency Sales Proceeds Reports covering 1982 Agreement	II-VI-C
30 Days After Receipt of Computer Sheets to be Completed	Arrival and Shipping Information	I-III-D-1

MADAGASCAR

Agricultural Commodities

Agreement signed at Antananarivo August 12, 1982;
Entered into force August 12, 1982.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of Madagascar agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the P.L. 480 Title I[1] Agreement signed August 19, 1981,[2] together with the following Part II:

PART II. PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY:	SUPPLY PERIOD (U.S. Fiscal Year)	APPROXIMATE QUANTITY (Metric Tons)	MAXIMUM EXPORT MARKET VALUE (Dols Millions)
Rice	1982	16,000	5.0

ITEM II. PAYMENT TERMS

Convertible Local Currency Credit (CLCC) - Twenty (20) years

A. Initial payment - Five (5) percent;

B. Currency use payment - Five (5) percent for Section 104(A) purposes;

C. Number of installment payments - Thirteen (13);

D. Amount of each installment payment - Approximately equal annual amounts;

E. Due date of the first installment payment - Eight (8) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Two (2) percent;

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10218; 33 UST 3145.

G. Continuing interest rate - Four (4) percent.

ITEM III. USUAL MARKETING TABLE:

COMMODITY	IMPORT (U.S. Fiscal Year)	USUAL MARKETING REQUIREMENT (MT)
Rice	1982	107,000

ITEM IV. EXPORT LIMITATION

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitation apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for rice — rice in the form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES:

A. The Government of the Democratic Republic of Madagascar agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Democratic Republic of Madagascar agrees to undertake the activities of Items V and VI

of Part II of this agreement and in doing so to provide adequate financial, technical and managerial resources for their implementation, as can be financed by the sales proceeds:

1. a. Continue the development, refinement and implementation of food policy strategy by completing the following research studies and surveys by dates indicated: (i) Complete within six (6) months the study of existing storage facilities and their utilization and construction requirements; (ii) Complete within twelve (12) months the study of the current input distribution and marketing systems to develop recommendations for increased effectiveness; and (iii) Complete within eighteen (18) months the study on the reduction of post-harvest losses on rice.

   b. Continue to support policy and other interventions through provision of appropriate directives, regulations, decrees, etc. with special attention to producer prices, incentives, consumer prices, and agricultural input supplies and prices. Complete within twelve (12) months research and appropriate studies to develop methodology for determining (i) realistic costs to producers, which include considerations for inputs and provide incentives, particularly for rice producers; and (ii) fair price to consumers.

   c. Initiate implementation of recommendations of the above studies.

2. Increase support for micro-development projects selected, planned and executed by participating members at the "fokonolona" levels with emphasis on their efforts to improve construction/maintenance of storage facilities and improvement/construction of village water supply systems. At least twenty (20) "fokonolona" will be targeted to receive benefits within twelve (12) months.

3. Continue to support improved food production, particularly rice, through efforts to:
   a. Expand seed multiplication through renovations of current facilities and establishment of new facilities for these purposes.
   b. Improve the distribution of fertilizer to the small producers in order to maximize the benefit of improved seed multiplication.
   c. Increase support necessary for completion of repairs and rehabilitation of irrigation canals and structures serving 4,000 hectares over an eighteen (18) month period.
   d. Increase support to rice research in the areas of fertilizer utilisation, development and distribution of new and improved rice varieties, and improved cultivation practices for small farms.
   e. Undertake within eighteen (18) months a study of the present "extension" system to develop recommendations for increasing its effectiveness and coverage.

C. Use of Sales Proceeds:
   1. The Government of the Democratic Republic of Madagascar

agrees to deposit Malagasy Francs (FMG) proceeds from the sale of commodities in a special account. The amount of proceeds must be equivalent to the amount of credit provided by CCC converted to FMG at the most favourable exchange rate available to foreign governments.

2. The Government of the Democratic Republic of Madagascar agrees to release such sales proceeds from the special account for the purposes outlined in Item V, Self-Help measures and for such other agricultural and rural development purposes as may be agreed upon with the Government of the United States of America.

3. The Government of the Democratic Republic of Madagascar and the Government of the United States of America agree to convene twice each year to: consult on the agreed purposes for which the sales proceeds generated under this agreement will be used; review actual disbursements from special account and physical progress against benchmarks; and discuss such other matters as may be agreed.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of the Democratic Republic of Madagascar from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in

the Agreement, and for development in the agricultural and rural development sectors, in a manner designed to increase the access of the poor in Madagascar to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of Madagascar's people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Antananarivo, in duplicate, the twelfth day of August 1982.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Fernando E. Rondon

FERNANDO ENRIQUE RONDON

AMBASSADOR

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

PASCAL RAKOTOMAVO

MINISTRE AUPRES DE LA PRESIDENCE CHARGE DES FINANCES

JAPAN

Fisheries Off the United States Coasts

Agreement signed at Washington September 10, 1982;
Entered into force January 1, 1983.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAPAN
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES OF AMERICA

The Government of the United States of America and the Government of Japan,

Recognizing that the United States has established a fishery conservation zone within 200 nautical miles of its coasts within which the United States exercises exclusive fishery management authority over all fish and that the United States also exercises such authority over the living resources of the continental shelf appertaining to the United States and over anadromous species of fish of United States origin;

Recalling that they signed the Agreement between the Government of the United States of America and the Government of Japan Concerning Fisheries off the Coasts of the United States of America on March 18, 1977;[1]

Recognizing that Japan has been cooperating in the rational management and conservation of the living resources off the coasts of the United States and that the nationals and fishing vessels of Japan have been cooperating in the development of and engaging in the utilization of these resources off the coasts of the United States;

[1] TIAS 8728; 28 UST 7507.

Desiring to continue and further develop mutual cooperation;

Considering their common concern for the rational management, conservation and achievement of optimum yield of fishery resources off the coasts of the United States;

Taking into account international law relating to oceans and fisheries; and

Desiring to establish reasonable terms and conditions pertaining to fishing for the living resources of mutual concern over which the United States exercises exclusive fishery management authority;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to promote rational management, effective conservation and achievement of optimum yield of fishery resources of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be conducted by nationals and fishing vessels of Japan for the living resources over which the United States exercises exclusive fishery management authority.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises exclusive fishery management authority" means all fish within the fishery conservation zone, all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters while present in the fishery conservation zone and in areas beyond national fisheries jurisdictions recognized by the United States and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, mollusks, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds, and species of tuna which, in the course of their life cycle, spawn and migrate over great distances in waters of the ocean;

3. "fishery resources" means one or more stocks of fish that can be treated as a unit for purposes of management and conservation and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics;

4. "fishery" means any fishing for fishery resources;

5. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

6. "fishing" means

(a) the catching, taking or harvesting of fish;

(b) the attempted catching, taking or harvesting of fish;

(c) any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish; or

(d) any operation at sea, including supply, storage, refrigeration, transportation or processing, directly in support of, or in preparation for, any activity described in sub-paragraphs (a) through (c) above,

provided that such term does not include other legitimate uses of the high seas, including any scientific research activity;

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7. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

(a) fishing; or

(b) aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

The Government of the United States and the Government of Japan shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE IV

1. The Government of the United States is willing to allow access for fishing vessels of Japan to harvest, in accordance with the terms and conditions to be established in permits issued under Article IX, that portion of the total allowable catch for a specific fishery resource that will not be harvested by fishing vessels of the United States and may be made available to fishing vessels of Japan in accordance with paragraph 2 below.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks, and in accordance with United States law,

(a) the total allowable catch for each fishery resource based on optimum yield, taking into account the best available scientific evidence, and relevant social, economic and other factors;

(b) the harvesting capacity of fishing vessels of the United States in respect of each fishery resource;

(c) the portion of the total allowable catch for a specific fishery resource that may be made available, on a periodic basis each year, to foreign fishing vessels; and

(d) the allocation of such portion that may be made available to authorized fishing vessels of Japan.

3. The Government of the United States shall determine each year in accordance with United States law the measures necessary to prevent overfishing, while achieving on a continuing basis the optimum yield from each fishery resource. Such measures are described in Annex I which constitutes an integral part of this Agreement.

4. The Government of the United States shall notify the Government of Japan of the determinations provided for in this Article on a timely basis.

ARTICLE V

In determining the portion of the surplus of the total allowable catch for fishery resources that may be made available to fishing vessels of foreign nations, including Japan,

the Government of the United States will decide on the basis of the factors identified in United States law including:

1. whether, and to what extent, such nations impose tariff barriers or nontariff barriers on the importation, or otherwise restrict the market access, of United States fish or fishery products;

2. whether, and to what extent, such nations are cooperating with the United States in the advancement of existing and new opportunities for fisheries trade, particularly through the purchase of fish or fishery products from United States processors or from United States fishermen;

3. whether, and to what extent, such nations and the fishing vessels of such nations have cooperated with the United States in the enforcement of United States fishing regulations;

4. whether, and to what extent, such nations require the fish harvested from the fishery conservation zone for their domestic consumption;

5. whether, and to what extent, such nations otherwise contribute to, or foster the growth of, a sound and economic United States fishing industry, including minimizing gear conflicts with fishing operations of United States fishermen, and transferring harvesting or processing technology

which will benefit the United States fishing industry;

6. whether, and to what extent, the fishing vessels of such nations have traditionally engaged in fishing for such fishery resources;

7. whether, and to what extent, such nations are cooperating with the United States in, and making contributions to, fishery research and the identification of fishery resources; and

8. such other matters as the Government of the United States deems appropriate.

ARTICLE VI

The Government of Japan shall cooperate with and assist the United States in the development of the United States fishing industry and the increase of United States fishery exports by taking such measures as reducing or removing impediments to the importation and sale of United States fishery products, providing information concerning technical and administrative requirements for access of United States fishery products into Japan, providing economic data, sharing expertise, facilitating the transfer of harvesting or

processing technology to the United States fishing industry, facilitating appropriate joint venture and other arrangements, informing Japanese industry of trade and joint venture opportunities with the United States, and taking such other actions as may be appropriate.

ARTICLE VII

In view of the fact that the anadromous species of fish of United States origin intermingle with such species of fish of other origins in certain waters of their migratory range, the Government of the United States and the Government of Japan shall hold consultations concerning necessary conservation measures for such species of fish in the event that the International Convention for the High Seas Fisheries of the North Pacific Ocean signed at Tokyo on May 9, 1952,[1] as amended by the Protocol signed at Tokyo on April 25, 1978,[2] ceases to be effective.

ARTICLE VIII

The Government of Japan shall take all necessary measures to ensure:

[1] TIAS 2786, 4493, 4992, 5385; 4 UST 380; 11 UST 1503; 13 UST 372; 14 UST 953.
[2] TIAS 9242; 30 UST 1095.

1. that nationals and fishing vessels of Japan refrain from fishing for the living resources over which the United States exercises exclusive fishery management authority except as authorized pursuant to this Agreement;

2. that all such fishing vessels so authorized comply with the terms and conditions of permits issued pursuant to this Agreement and applicable laws of the United States; and

3. that the allocation referred to in paragraph 2(d) of Article IV is not exceeded for any fishery.

ARTICLE IX

The Government of Japan may submit an application to the Government of the United States for a permit for each fishing vessel of Japan that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex II which may be amended by agreement through an exchange of notes between the two Governments without modification of the articles of this Agreement. The Government of the United States may require the payment of fees for

such permits and for fishing in the fishery conservation zone.

ARTICLE X

The Government of Japan shall ensure that nationals and fishing vessels of Japan refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the fishery conservation zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE XI

The Government of Japan shall take necessary measures, within its competence, to ensure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each fishing vessel of Japan is prominently displayed in the wheelhouse of such fishing vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each fishing vessel of Japan;

3. designated United States observers are permitted to board, upon request, any fishing vessel of Japan and accorded the courtesies and accommodations provided to ship's officers while aboard such fishing vessel, and owners, operators and crews of such fishing vessel cooperate with the United States observers in the conduct of their official duties, and, further, the Government of the United States be reimbursed for the costs of providing the United States observers aboard such fishing vessel;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to an owner or operator of a fishing vessel of Japan for any cause arising out of the conduct of fishing activities for the living resources over which the United States exercises exclusive fishery management authority; and

5. all necessary measures are taken to minimize fishing gear conflicts and to ensure the prompt and adequate

compensation of nationals of the United States for any loss of, or damage to, their fishing vessels, fishing gear or catch, and resultant economic loss, that is caused by any fishing vessel of Japan, as determined by applicable United States procedures.

ARTICLE XII

The Government of Japan shall take all appropriate measures to assist the Government of the United States regarding enforcement activities and to ensure that nationals and fishing vessels of Japan comply with the terms and conditions provided for in this Agreement. It shall take appropriate measures to ensure that each fishing vessel of Japan that engages in fishing for the living resources over which the United States exercises exclusive fishery management authority allow and assist the boarding and inspection of such fishing vessel by any duly authorized enforcement officer of the United States and cooperate in such enforcement action as may be taken pursuant to the laws of the United States.

ARTICLE XIII

1. The United States will impose appropriate penalties,

in accordance with its laws, on fishing vessels of Japan or their owners or operators, that violate the requirements of this Agreement or the terms and conditions of any permit issued hereunder.

2. In cases of seizure of a fishing vessel of Japan and detention or arrest of its crews by the authorities of the Government of the United States, notification shall be given promptly through diplomatic channels informing the Government of Japan of the action taken and of any penalties subsequently imposed.

3. Seized fishing vessels of Japan and their detained or arrested crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court of the United States.

ARTICLE XIV

1. The Government of the United States and the Government of Japan shall cooperate in the conduct of scientific research required for the purpose of managing and conserving the living resources over which the United States exercises exclusive fishery management authority, including the

compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of periodic research plans on stocks of mutual interest through correspondence or meetings as appropriate, and may modify them from time to time by mutual consent. The research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare future research plans and review progress, and jointly conducted research projects.

3. The conduct of research during regular commercial fishing operations on board a fishing vessel of Japan in the fishery conservation zone shall not be deemed to change the character of the activities of such fishing vessel from fishing to scientific research. Therefore, it will be necessary to obtain a permit for such fishing vessel in accordance with Article IX.

4. The Government of Japan shall cooperate with the Government of the United States in collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the Government of the United States.

ARTICLE XV

Should the Government of the United States indicate to the Government of Japan that nationals and fishing vessels of the United States wish to engage in fishing in the fishing zone of Japan, the Government of Japan is willing to allow such fishing on the basis of reciprocity and on terms not more restrictive than those established pursuant to this Agreement.

ARTICLE XVI

Nothing contained in this Agreement shall affect or prejudice in any manner the positions of either Government with respect to the extent of internal waters, of the territorial sea, of the high seas, or of coastal state jurisdiction or authority for any purpose other than the management and conservation of fishery resources.

ARTICLE XVII

This Agreement shall enter into force on a date to be agreed upon by an exchange of notes between the two Govern-

ments, following the completion of their internal procedures necessary for the entry into force of this Agreement,[1] and remain in force until December 31, 1987, unless extended by agreement of the two Governments in a mutually acceptable form. However, either Government may terminate this Agreement at any time by giving twelve months' written notice to the other Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Washington, on the tenth day of September, 1982, in duplicate in the English and Japanese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Theodore G. Kronmiller [2]

FOR THE GOVERNMENT OF JAPAN:

Yoshio Okawara [3]

[1] Jan. 1, 1983.
[2] Theodore G. Kronmiller.
[3] Yoshio Okawara.

ANNEX I

MANAGEMENT AND CONSERVATION MEASURES

The measures to be determined by the Government of the United States under paragraph 3 of Article IV may include, inter alia:

1. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;
2. limitations on the catch of fish based on area, species of fish, size, number, weight, sex, incidental catch, or other factors;
3. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each fishing vessel of the total fleet may engage in a designated area for a specified fishery;
4. requirements as to the types of fishing gear that may, or may not, be employed; and
5. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

ANNEX II

APPLICATION AND PERMIT PROCEDURES

The following procedures shall govern the application for and issuance of annual permits authorizing fishing vessels of Japan to engage in fishing for the living resources over which the United States exercises exclusive fishery management authority:

1. The Government of Japan may submit an application to the Government of the United States for each fishing vessel of Japan that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose. In submitting applications for permits, the Government of Japan will give due consideration to the need to minimize the number of such applications, in order to aid in the efficient administration of the permit issuance program by the Government of the United States.

2. Any such application shall specify:

(a) the name and official number or other identification of the fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

(b) the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the fishing vessel as may be requested;

(c) a specification of each fishery in which the fishing vessel wishes to engage;

(d) the amount of fish or tonnage of catch by species of fish contemplated for the fishing vessel during the time such permit is in force;

(e) the ocean area in which, and the season or period during which, such fishing would be conducted; and

(f) such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions may be needed, and what fees will be required under Article IX, and shall inform the Government of Japan of such determinations. The Government of the United States reserves the right not to approve applications. The Government of the United States will seek to consult, as appropriate, with the Government of Japan, in making its disapproval of applications.

4. The Government of Japan shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of Japan and the payment of any applicable fees, the Government of the United States shall approve the application and issue a permit for each fishing vessel of Japan, which shall thereupon be authorized to fish pursuant to this Agreement and the terms and conditions set forth in the permit. Such permits shall be issued for a specific fishing vessel of Japan and shall not be transferred.

6. In the event the Government of Japan notifies the Government of the United States of its objections to specific conditions and restrictions, the two Governments may consult with respect thereto and the Government of Japan may thereupon submit a revised application.

AGREED MINUTES

The representatives of the Government of the United States of America and the Government of Japan have agreed to record the following in connection with the Agreement between the Government of the United States of America and the Government of Japan Concerning Fisheries off the Coasts of the United States of America signed today (hereinafter referred to as the "Agreement"):

1. With respect to paragraph 1 of Article II, the representatives of the Government of the United States and the Government of Japan noted that both Governments recognize the right of coastal states to claim exclusive fishery jurisdiction over maritime areas within a maximum 200 nautical miles from baselines drawn in conformity with international law.

Therefore, it is understood that "areas beyond national fisheries jurisdictions recognized by the United States" referred to in that paragraph means areas of the high seas not belonging to any fishing zone claimed by a coastal state in conformity with the right mentioned above.

2. The representatives of the Government of the United States and the Government of Japan emphasized the importance

of the periodic bilateral consultations provided for in Article III. In this connection, the representative of the Government of the United States stated that, with respect to the determinations made under Article IV, his Government will, to the extent permitted by United States law, take into account the views which may be expressed by the Government of Japan.

3. With respect to paragraph 2 of Article IV, the representative of the Government of Japan stated that the need of nationals of Japan concerned to make plans for their annual fishing operations is important to the efficiency of their fishing operations in the fishery conservation zone and to the promotion of cooperation in the development of the United States fishing industry.

In this connection, the representative of the Government of the United States stated that it was his expectation that his Government would notify the Government of Japan as early as possible of the projected allocations for each fishing year to fishing vessels of Japan and the expected dates of periodic releases of such projected allocations in accordance with Articles IV and V.

He also stated that, in order to facilitate planning for fishing operations of nationals of Japan concerned

and their cooperation in the development of the United States fishing industry, flexibility concerning the release of allocations could be provided by the Government of the United States to the extent consistent with United States law and the determination made pursuant to Article V.

4. With respect to Article V, the representative of the Government of Japan emphasized the importance of the Japanese fishing industry to the Japanese economy, and urged that the Government of the United States give due consideration to the need for continuation of stable fishing operations by fishing vessels of Japan in the fishery conservation zone.

The representative of the Government of the United States emphasized the importance of rapid and full development of the United States fishing industry to the United States economy and pointed to the importance which his Government attached to Japanese cooperation in that regard.

The representative of the Government of Japan, bearing in mind that the criteria in Article V would be utilized by the Government of the United States with development cooperation referred to in the preceding sentence principally in mind, requested that the Government of the United States give due consideration to past fishing per-

formance of Japanese fishermen. The representative of the Government of the United States took note of the request of the representative of the Government of Japan and indicated that it would be taken into account in accordance with United States law.

The representatives of the Government of the United States and the Government of Japan acknowledged the advantages to the respective industries of providing stability of cooperation in fishery relations, including fisheries development, fisheries trade, and fishery allocations, over reasonable periods of time.

5. The representative of the Government of the United States stated that Article VI illustrates the kinds of cooperation and assistance that might be sought.

He also noted that, in determining the portion to be allocated to fishing vessels of Japan under paragraph 2 of Article IV, the Government of the United States shall take into account as appropriate the efforts made by the Government of Japan for cooperation and assistance in the area of fisheries under Article VI.

6. With respect to Article VII, the representative of the Government of the United States stated that it was the

intention of his Government that it would consult with the Government of Japan concerning any enforcement action by United States authorities with respect to anadromous species of fish of United States origin beyond the fishery conservation zone.

7. In establishing the fees referred to in Article IX, it is understood that, to the extent permitted by United States law, the Government of the United States takes into account, among other factors, the economic conditions of the fisheries for various species of fish.

8. With respect to Article XIII, it is understood that the representatives of the Government of the United States will recommend to the court in any case arising out of fishing activities under the Agreement that the penalty for violation of fishery regulations of the United States not include imprisonment except in the case of enforcement related offenses such as assault on a duly authorized enforcement officer or refusal to permit boarding and inspection.

9. It is understood that the Government of the United States and the Government of Japan will cooperate in the exchange of scientific and technical information relating to species of tuna and other highly migratory species of mutual interest with a view to making regional arrangements, includ-

ing the establishment of appropriate international organizations, to ensure conservation of the species. Such exchanges shall include the reporting of tuna and associated catches.

It is further understood that at the outset of the Agreement and until such time as appropriate, the two Governments will, in order to establish a base of scientific information to further such arrangements, provide each other statistics on tuna and associated catches off the coasts of the United States.

10. The Government of the United States undertakes to authorize fishing vessels of Japan engaging in fishing pursuant to the Agreement to enter United States ports in accordance with United States laws for the purpose of purchasing bait, supplies, or outfits, or effecting repairs, or for such other purposes as may be authorized.

11. With respect to the conduct of transshipping operations by fishing vessels of Japan, the representative of the Government of the United States stated that transshipping areas would be provided as appropriate, taking into account

all relevant factors, including past practices, and would be set forth in permits or other applicable instruments.

WASHINGTON, September 10, 1982

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF JAPAN:

アメリカ合衆国政府のために

日本国政府のために

を約束する。

11 日本国の漁船の転載作業の実施に関し、合衆国政府の代表者は、転載区域は過去の慣行を含むすべての関連要素を考慮し適当な場合には提供されるであろうこと及びそれらの区域は許可証又はその他の関係書類に記載されるであろうことを述べた。

千九百八十二年九月十日にワシントンで

有するその他の高度回遊性の種族の保存を確保するため、適当な国際機構の設立を含む地域的取極を行う目的で、これらの種族に関する科学的情報及び技術的情報を交換することについて協力するものと了解される。この交換は、まぐろ類の漁獲及びこれに伴う漁獲に関する報告を含むものとする。

更に、協定の始期から適当な時まで、両国政府は、前記の取極の成立を促進するための科学的情報の基礎を確立するため、合衆国の地先沖合におけるまぐろ類の漁獲及びこれに伴う漁獲に関する統計を相互に提供するものと了解される。

10 合衆国政府は、協定に従つて漁獲に従事する日本国の漁船が、えさ、補給品若しくは船装品を購入するため若しくは修理を行うため又は正当と認められるその他の目的のために合衆国の法律に従つて合衆国の港に入港することを認めること

における合衆国起源の遡河性魚種に関して合衆国の当局によりとられるいかなる取締行為についても、日本国政府と協議を行うことが合衆国政府の意図であることを述べた。

7 第九条の料金を定めるに当たつて、合衆国政府は合衆国の法律の許容する範囲内において各魚種についての漁業に係る経済的条件を特に考慮するものと了解される。

8 第十三条に関し、合衆国政府の代表者は、協定に基づく漁獲活動から生ずるいかなる訴訟についても、裁判所に対して、合衆国の漁業規則の違反に対する刑に禁錮刑が含まれないよう勧告するものと了解される。ただし、正当に権限を有する取締官に対する暴力行為又は乗船若しくは検査の拒否のような取締りに関連する違反の場合は、この限りでない。

9 合衆国政府及び日本国政府は、まぐろ類及び相互に関心を

における協力（漁業の発展、水産物貿易及び漁獲割当てに関するものを含む。）の安定を相当の期間にわたつて図ることがそれぞれの国の産業にとつて利益となるものであることを認めた。

5 合衆国政府の代表者は、第六条の規定は求められることのある協力及び援助の種類を記述しているものであることを述べた。

合衆国政府の代表者は、また、合衆国政府が、第四条2の規定に基づいて日本国の漁船に割り当てられる部分を決定するに当たつて、日本国政府が第六条の規定に基づいて行う漁業の分野における協力及び援助のための努力に適当な考慮を払わなければならないことに留意した。

6 第七条に関し、合衆国政府の代表者は、漁業保存水域の外

業の継続の必要性に妥当な考慮を払うことを強く要請した。

合衆国政府の代表者は、合衆国の水産業の迅速かつ十分な発展が同国の経済にとつて重要であることを強調し、合衆国政府がこの発展についての日本国の協力を重視していることを指摘した。

日本国政府の代表者は、合衆国政府が主として前文にいう発展についての協力を念頭に置いて第五条に掲げる基準を用いるであろうことに留意しつつ、合衆国政府が日本国の漁業者の過去における操業の実績に妥当な考慮を払うことを要請した。合衆国政府の代表者は、日本国政府の代表者によるこの要請に留意し、この要請が合衆国の法律の範囲内で考慮されるであろうことを表明した。

合衆国政府の代表者及び日本国政府の代表者は、漁業関係

が、日本国政府に対し、第四条及び第五条の規定に基づいて決定される日本国の漁船に対する各漁獲年についての割当予定量及びその定期的な割当予定日を可能な限り早期に通知することとなろうことを述べた。

合衆国政府の代表者は、また、日本国の関係国民による漁獲操業計画の立案及び合衆国の水産業の発展に対する日本国の関係国民の協力を容易にするため、合衆国政府が、合衆国の法律及び第五条の規定により行われる決定の範囲内において、割当ての実施に関し、柔軟に対応することができることを述べた。

4

第五条に関し、日本国政府の代表者は、日本国の水産業が同国の経済にとつて重要であることを強調し、合衆国政府が漁業保存水域内における日本国の漁船による安定的な漁獲操

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さない公海の水域を意味するものと了解される。

2 合衆国政府の代表者及び日本国政府の代表者は、第三条に規定される定期的な両国政府間の協議の重要性を強調した。このことに関連して、合衆国政府の代表者は、合衆国政府が、第四条の規定に基づいて行う決定に関し、合衆国の法律の許容する範囲内において、日本国政府の表明する見解を考慮に入れることを述べた。

3 第四条2に関し、日本国政府の代表者は、日本国の関係国民にとつて年間操業計画を立てることが必要であり、そのことが漁業保存水域内における日本国の関係国民による漁獲操業の効率性及び合衆国の水産業の発展に対する協力の促進にとつて重要であることを述べた。

このことに関連して、合衆国政府の代表者は、合衆国政府

合意された議事録

アメリカ合衆国政府の代表者及び日本国政府の代表者は、本日署名されたアメリカ合衆国の地先沖合における漁業に関するアメリカ合衆国政府と日本国政府との間の協定（以下「協定」という。）に関連して、次のとおり記録することに合意した。

1　第二条1に関し、合衆国政府の代表者及び日本国政府の代表者は、国際法に従つて引かれた基線から測定して二百海里を超えない幅の海域に対して排他的漁業管轄権を主張する沿岸国の権利を両国政府が認めていることに留意した。

したがつて、同条1にいう「合衆国が認める同国以外の国の漁業管轄権の及ぶ水域の外側の水域」とは、前記の権利に基づいていかなる沿岸国が主張するいかなる漁業水域にも属

可証に定める条件に従つて漁獲することを認められる。この許可証は、個々の日本国の漁船に対して発給されるものとし、譲渡されてはならない。

6 日本国政府が合衆国政府に対して具体的な条件及び制限についての拒否の理由を通知した場合には、両国政府は、これにつき協議を行うことができる。日本国政府は、この協議の後、修正した申請を行うことができる。

3 合衆国政府は、各申請を審査し、必要となる条件及び制限並びに第九条の規定に基づき要求される料金を決定する。合衆国政府は、この決定を日本国政府に通知する。合衆国政府は、申請を承認しない権利を留保する。合衆国政府は、申請を承認しないこととするに当たつては、適当な場合には日本国政府と協議することに努める。

4 日本国政府は、3の通知を受けたときは、合衆国政府に対して、3にいう条件及び制限を受諾するか又は拒否するかを通知し、拒否する場合にはその拒否の理由を通知する。

5 日本国政府によつて3にいう条件及び制限が受諾され、かつ、関係料金が支払われたときは、合衆国政府は、前記の申請を承認し、日本国の各漁船のために許可証を発給する。この許可証の発給により、当該各漁船は、この協定及び当該許

う。

2 この申請には、次のことを明記する。

(a) 許可証を求めている漁船の船名及び公式番号又はその他の識別材料並びに当該漁船の所有者及び運航者の氏名及び住所

(b) トン数、積載量、速度、加工設備、漁具の種類及び数量並びに当該漁船の漁獲の特性に関するその他の情報であつて要請されるもの

(c) 当該漁船が従事することを希望する各漁業の明細

(d) 当該許可証の有効期間内に当該漁船が予定している魚種別の漁獲量又は漁獲トン数

(e) 当該漁獲が行われる海域及び漁期

(f) 要請されるその他の関連情報（希望する転載区域を含む。）

附属書Ⅱ

申請及び許可の手続

合衆国が排他的漁業管理権を行使する生物資源の漁獲に日本国の漁船が従事することを認める各年ごとの許可証の申請及び発給は、次の手続に従つて行われる。

1 日本国政府は、合衆国政府に対し、この協定に従つて漁獲に従事することを希望する日本国の各漁船のために申請を行うことができる。この申請は、合衆国政府がこのために定める様式により行われる。日本国政府は、許可証の申請に当たつては、合衆国政府による許可証発給事務の効率的な実施に資するため、申請の数を最小にする必要性に妥当な考慮を払

従事することのできる日数の制限

4 使用することのできる漁具の種類又は使用することのできない漁具の種類に関する条件

5 1から4までに掲げる条件及び制限の実施を容易にすることを目的とした条件（適当な船位測定及び船名識別の装置の維持を含む。）

附属書 I

管理及び保存の措置

第四条3の規定に基づき合衆国政府によつて決定される措置には、特に、次のことを含めることができる。

1 漁獲が許可され若しくは制限され、又は特定された種類の漁船若しくは特定された種類及び数量の漁具による漁獲が条件とされる指定区域及び指定期間

2 区域、魚種、大きさ、数、重量、性別、混獲その他の要素を基礎とした漁獲量の制限

3 漁獲に従事することのできる漁船の数及び種類の制限又は漁船群に属する各漁船が指定区域において特定された漁業に

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ことによつていつでもこの協定を終了させることができる。

以上の証拠として、下名は、各自の政府から正当に委任を受けてこの協定に署名した。

千九百八十二年九月十日にワシントンで、ひとしく正文である英語及び日本語により本書二通を作成した。

この協定のいかなる規定も、内水、領海、公海又は沿岸国の管轄権若しくは権限（漁業資源の管理及び保存に係るものを除く。）の範囲に関するいずれの政府の立場にも影響を与え、又はこれを害するものではない。

第十七条

この協定は、その効力発生のために必要な両国の国内手続が完了した後、両国政府の間の公文の交換によつて合意される日に効力を生じ、相互に受諾可能な方式による両国政府の間の合意によつて有効期間の延長がされない限り、千九百八十七年十二月三十一日まで効力を存続する。ただし、いずれの一方の政府も、他方の政府に対し十二箇月前に文書による予告を与える

する統計を含む。）を収集し及び報告することについて合衆国政府と協力する。

第十五条

合衆国政府が、日本国政府に対して、合衆国の国民及び漁船が日本国の漁業水域内において漁獲に従事することを希望することを表明する場合には、日本国政府は、相互主義に基づき、かつ、この協定に基づき定められた条件よりも制限的でない条件で当該漁獲を認める意図を有する。

第十六条

通じ、相互に関心を有する魚種に関する定期的な調査計画の策定について協力するものとし、及び相互の同意により調査計画を随時修正することができる。調査計画は、情報及び科学者の交換、将来の調査計画の準備及び進捗状況の検討のための科学者間の定期的な会合並びに共同研究に関するものを含むことができるが、これらに限るものではない。

3 漁業保存水域内において日本国の漁船上で通常の商業上の漁獲操業の間に調査を実施する場合においても、当該漁船の活動の性格は、漁獲から科学調査に変わるものではない。したがつて、当該漁船は、第九条に基づき許可証を取得することを必要とする。

4 日本国政府は、合衆国政府の定める手続に従つて生物統計上の情報及び漁業に関する資料（漁獲量及び漁獲努力量に関

本国政府に対し、その旨及びその後科された刑が外交上の経路を通じて速やかに通告される。

3 拿捕された日本国の漁船及び拘禁又は逮捕された当該漁船の乗組員は、合衆国の裁判所が決定する妥当な供託金又はその他の保証を条件として、速やかに釈放される。

第十四条

1 合衆国政府及び日本国政府は、合衆国が排他的漁業管理権を行使する生物資源の管理及び保存のために必要な科学調査の実施（相互に関心を有する魚種の管理及び保存のための入手可能な最良の科学的情報の収集を含む。）について協力する。

2 両国政府の権限のある機関は、時宜により通信又は会合を

る日本国の漁船が、正当に権限を有する合衆国の取締官による当該漁船への乗船及び当該漁船の検査を許容し及び助けること並びに合衆国の法律に従つて取締行為が行われる場合にはこれに協力することを確保するため、適当な措置をとる。

第十三条

1 合衆国は、この協定の定める要件又はこの協定に基づき発給される許可証に定める条件に違反する日本国の漁船又はその所有者若しくは運航者に対し、合衆国の法律に従い、妥当な刑を科する。

2 合衆国政府の当局によつて日本国の漁船が拿捕され又は日本国の漁船の乗組員が拘禁若しくは逮捕された場合には、日

5 漁具競合を最小にするため並びに日本国の漁船により引き起こされる合衆国の国民に係る漁船、漁具若しくは漁獲物の損失又は損傷及びその結果として生ずる経済的損失に対する迅速かつ十分な補償（合衆国の関係手続により決定される。）が当該合衆国の国民に対して行われることを確保するため、すべての必要な措置がとられること。

第十二条

日本国政府は、取締活動に関して合衆国政府を援助し、日本国の国民及び漁船がこの協定により定められる条件に従うことを確保するため、すべての適当な措置をとる。日本国政府は、合衆国が排他的漁業管理権を行使する生物資源の漁獲に従事す

日本国の各漁船に備え付けられ、かつ、使用可能な状態に維持されること。

3 指名された合衆国の視察員が、要請により、日本国の漁船への乗船を認められ、及び当該漁船にある間上級乗組員に与えられる待遇を与えられること、当該漁船の所有者、運航者及び乗組員が当該視察員の公務遂行について当該視察員と協力すること、並びに合衆国政府が当該漁船への当該視察員の乗船のために負担した費用の償還を受けること。

4 合衆国が排他的漁業管理権を行使する生物資源の漁獲活動から生ずるいかなる訴訟についても、日本国の漁船の所有者又は運航者に関して合衆国において発出される法律上の書面を受領し及び当該書面に回答する権限を有する代理人が選任され、かつ、合衆国内に置かれること。

の個別の許可及び規制に従う場合を除くほか、漁業保存水域内において、海産哺乳動物を脅かし、狩猟し、捕獲し若しくは殺し、又は、脅かし、狩猟し、捕獲し若しくは殺そうと試みることを差し控えることを確保する。

第十一条

日本国政府は、この協定に基づく漁業が行われるに当たつて次のことを確保するため、その権限の範囲内において、必要な措置をとる。

1 日本国の各漁船に対して漁獲を認める許可証が当該漁船の操舵室に明確に掲示されること。

2 合衆国政府の定める適当な船位測定及び船名識別の装置が

存水域内において漁獲に従事することを希望する日本国の各漁船のために許可証の申請を行うことができる。この申請は、附属書Ⅱの規定に従つて行われ、及び処理される。附属書Ⅱは、この協定の本文を改正することなく、両国政府の間の公文の交換による合意によつて修正することができる。合衆国政府は、当該許可証の発給及び漁業保存水域内における漁獲に関し料金の支払を要求することができる。

第十条

日本国政府は、日本国の国民及び漁船が、合衆国が締約国である海産哺乳動物に関する国際協定に別段の定めがある場合又は合衆国政府によつて定められた海産哺乳動物の混獲について

置をとる。

1 日本国の国民及び漁船が、この協定に従つて認められる場合を除くほか、合衆国が排他的漁業管理権を行使する生物資源の漁獲を差し控えること。

2 この協定に従つて漁獲を認められたすべての日本国の漁船が、この協定に基づき発給される許可証に定める条件及び合衆国の関係法令に従うこと。

3 いかなる漁業についても、第四条2(d)に掲げる割当量を超えないこと。

第九条

日本国政府は、合衆国政府に対し、この協定に従つて漁業保

第七条

合衆国政府及び日本国政府は、合衆国起源の遡河性魚種がその回遊域内の一部の水域で他国起源の遡河性魚種と混交している事実にかんがみ、千九百五十二年五月九日に東京で署名された北太平洋の公海漁業に関する国際条約（千九百七十八年四月二十五日に東京で署名された議定書による改正を含む。）が効力を失う場合には、遡河性魚種についての必要な保存措置に関して協議を行う。

第八条

日本国政府は、次のことを確保するため、すべての必要な措

第六条

日本国政府は、合衆国の水産物の輸入又は販売に対する障害を軽減又は除去すること、合衆国の水産物の日本国への進出のための技術的及び行政上の要件に関する情報を提供すること、経済に関する資料を提供すること、専門知識を分与すること、合衆国の水産業に対する収獲又は加工の技術の移転を容易にすること、適当な合弁事業その他の協力措置を容易にすること、日本国の事業者に対して合衆国との貿易及び合弁事業の機会について情報を提供すること並びにその他の適当な措置をとることにより、合衆国の水産業の発展及び合衆国の水産物の輸出の増大について合衆国と協力し、及び合衆国を援助する。

の程度

5 当該国が、合衆国の漁業者による漁獲操業との漁具競合を最小にすること及び合衆国の水産業の利益となる収獲又は加工の技術を移転することを含め、合衆国の健全なかつ経済性のある水産業の維持に貢献し、又はその成長を助長しているかどうか及びその貢献又は助長の程度

6 当該国の漁船が、当該漁業資源の漁獲に伝統的に従事してきたかどうか及びその従事の程度

7 当該国が、漁業調査及び漁業資源の識別について合衆国と協力し、及び貢献しているかどうか並びにその協力及び貢献の程度

8 合衆国政府が適当とみなすその他の事項

関税による障害若しくは関税以外のものによる障害を設けているかどうか及びその障害の程度又は他の方法により合衆国の魚類若しくはその製品の当該国の市場への進出を制限しているかどうか及びその制限の程度

2 当該国が、特に合衆国の加工業者又は合衆国の漁業者から魚類又はその製品を購入することにより現に存する及び新たな水産物貿易の機会を増大することについて合衆国と協力しているかどうか及びその協力の程度

3 当該国及び当該国の漁船が、合衆国により実施される漁業規則について合衆国と協力しているかどうか及びその協力の程度

4 当該国が、漁業保存水域内において収獲される魚類を当該国の国内消費のために必要としているかどうか及びその必要

ものとし、毎年、合衆国の法律に従つて過度の漁獲を防止するために必要な措置を決定する。措置に関する事項は、この協定の不可分の一部を成す附属書Ⅰに掲げる。

4 合衆国政府は、2及び3の決定を時宜を失することなく日本国政府に通知する。

第五条

漁業資源についての総漁獲可能量のうち合衆国以外の国（日本国を含む。）の漁船による収獲に供される余剰部分の決定に当たつては、合衆国政府は、合衆国の法律で定められた諸要素をその決定の基礎とする。諸要素は、次のことを含む。

1 当該国が、合衆国の魚類若しくはその製品の輸入に対して

2 合衆国政府は、魚種に影響する予見されなかつた事情により必要となる調整を行うことがあることを条件とし、及び合衆国の法律に従つて、毎年、次のことを決定する。

(a) 最適生産量を基礎とした各漁業資源についての総漁獲可能量（入手可能な最良の科学的証拠及び関連する社会的要素、経済的要素その他の要素を考慮して決定する。）

(b) 各漁業資源についての合衆国の漁船の収獲能力

(c) 各漁業資源についての総漁獲可能量のうち各年定期的に示される合衆国の漁船以外の漁船による収獲に供される部分

(d) (c)の部分のうち、許可を受けた日本国の漁船による収獲に供される割当量

3 合衆国政府は、各漁業資源の最適生産を継続して達成する

合衆国政府及び日本国政府は、この協定の実施及び相互に関心を有する漁業の分野における一層の協力の発展（相互に関心を有する漁業に関する科学的資料の収集及び分析のための適当な多数国間機構の設立を含む。）に関し、定期的に両国政府間で協議を行う。

第四条

1 合衆国政府は、各漁業資源についての総漁獲可能量のうち合衆国の漁船によつて収獲されず日本国の漁船による収獲に供される部分（2に定めるところにより決定される。）を日本国の漁船が第九条の規定に基づき発給される許可証に定められる条件に従つて収獲することを認める意図を有する。

ているか、使用されるよう設備がされているか又は通常使用される種類の船舶その他の舟艇をいう。

(a) 漁獲

(b) 海上において一又は二以上の船舶が漁獲に関連する何らかの活動（準備、補給、貯蔵、冷蔵、輸送及び加工を含む。）をすることを援助し、又は補助すること。

8 「海産哺乳動物」とは、らつこ、海牛類、ひれ脚類及び鯨類を含む海洋の環境に形態学上適応している哺乳動物並びに北極ぐまのように主として海洋の環境に生息する哺乳動物をいう。

第三条

の境界がいずれの点をとつても同国の領海の幅が測定される基線から二百海里となるように引かれた線からなる水域をいう。

6 「漁獲」とは、次の(a)から(d)までをいう。ただし、科学調査活動その他の公海の合法的な使用は含まない。

(a) 魚類を採捕すること。

(b) 魚類を採捕しようと試みること。

(c) 魚類を採捕する結果になると合理的に予想し得るその他の活動

(d) (a)から(c)までに掲げる活動を直接に補助し、又は準備するための海上における作業（補給、貯蔵、冷蔵、輸送及び加工を含む。）

7 「漁船」とは、次の(a)又は(b)のいずれかのために使用され

保存水域内にあるもの及び合衆国が認める同国以外の国の漁業管轄権の及ぶ水域の外側の水域内にあるもののすべて並びに合衆国に属する大陸棚のすべての生物資源をいう。

2 「魚類」とは、ひれを有する魚類、軟体動物、甲殻類その他のすべての海産動植物（ただし、海産哺乳動物、鳥類及びその生活史の中で大洋の水域において広大な範囲にわたつて産卵しかつ回遊するまぐろ類を除く。）をいう。

3 「漁業資源」とは、管理及び保存のために単位として取り扱うことができ、かつ、地理的、科学的、技術的、リクリエーション上の及び経済的特性に基づき識別される一又は二以上の魚種をいう。

4 「漁業」とは、漁業資源の漁獲をいう。

5 「漁業保存水域」とは、合衆国の領海に接続し、その外側

この協定は、合衆国の地先沖合における両国政府が相互に関心を有する漁業資源の合理的な管理、効果的な保存及び最適生産の達成を促進し、並びに合衆国が排他的漁業管理権を行使する生物資源の日本国の国民及び漁船による漁獲に関する原則及び手続についての共通の了解を確立することを目的とする。

第二条

この協定において、

1 「合衆国が排他的漁業管理権を行使する生物資源」とは、漁業保存水域内のすべての魚類、合衆国の淡水水域又は河口水域で産卵し、外洋水域に回遊する遡河性魚種であつて漁業

及び保存に協力してきたこと並びに日本国の国民及び漁船が合衆国の地先沖合における生物資源の開発に協力し、及びその利用に従事してきたことを認め、

相互協力を継続し、かつ、更に発展させることを希望し、

合衆国の地先沖合における漁業資源の合理的な管理、保存及び最適生産の達成に関する両国政府の共通の関心を考慮し、

海洋及び漁業に関する国際法を考慮し、

合衆国が排他的漁業管理権を行使する生物資源であつて両国政府が相互に関心を有するものの漁獲に関する妥当な条件を確立することを希望して、

次のとおり協定した。

第一条

76-827 - 88 - 31

アメリカ合衆国の地先沖合における漁業に関するアメリカ合衆国政府と日本国政府との間の協定

アメリカ合衆国政府及び日本国政府は、

合衆国が、その距岸二百海里の内側に、同国がすべての魚類に対して排他的漁業管理権を行使する漁業保存水域を設定したこと並びに合衆国が、同国に属する大陸棚の生物資源に対して及び同国起源の遡河性魚種に対して排他的漁業管理権を行使していることを認め、

両国政府が千九百七十七年三月十八日にアメリカ合衆国の地先沖合における漁業に関する日本国政府とアメリカ合衆国政府との間の協定に署名したことを想起し、

日本国が合衆国の地先沖合における生物資源の合理的な管理

INDIA

Economic Assistance: Maharashtra Irrigation Technology and Management

Agreement signed at New Delhi August 31, 1982;
Entered into force August 31, 1982.

A.I.D. Loan No. 386-T-232

A.I.D. Project No. 386-0481

PROJECT LOAN AND GRANT AGREEMENT

Between

THE PRESIDENT OF INDIA

and

THE UNITED STATES OF AMERICA

for

MAHARASHTRA IRRIGATION TECHNOLOGY AND MANAGEMENT

Dated: August 31, 1982

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Loan No. 386-T-232

A.I.D. Project No. 386-0481

Project Loan and Grant Agreement

Dated: August 31, 1982

Between

The President of India ("Cooperating Country")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1. The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described herein, and with respect to the financing of the Project by the Parties.

Article 2. The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, is intended to improve the efficiency of surface irrigation in the state of Maharashtra by the design and construction of approximately thirteen new prototype medium irrigation subprojects (MIPs) that will be used to test and demonstrate innovations in design, construction and operation of irrigation systems involving farmer/irrigators more actively in the process. Grant funds will finance training and technical assistance in appropriate technical areas as well as studies related to the project and a resident project coordinator. Loan funds will finance portions of the construction costs of the MIPs, and the Cooperating

Country will finance the remainder of such costs.

Annex 1, attached, amplifies the definition of the Project contained in this Section 2.1. Within the limits of the definition of the Project in this Section 2.1., elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2., without formal amendment of this Agreement.

Article 3. Financing

SECTION 3.1. The Grant; The Loan. To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to provide up to Forty Seven Million United States ("U.S.") Dollars ($47,000,000) to support the Project, including Forty Four Million U.S. Dollars ($44,000,000) in Loan Funds and Three Million U.S. Dollars ($3,000,000) in Grant Funds. The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and the Grant together are referred to as the "Assistance". The Assistance may be used to finance foreign exchange costs, as defined in Section 7.1., and Local Currency Costs, as defined in Section 7.2., of goods and services required for the Project.

SECTION 3.2. Cooperating Country Resources for the Project.

(a) The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Assistance, and all other resources required to carry out the Project effectively and in a timely manner.

[1] 75 Stat. 424; 22 U.S.C. § 2151.

(b) The Cooperating Country agrees to provide a contribution during the period of this Project up to the equivalent of Forty Six Million U.S. Dollars ($46,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date

(a) The "Project Assistance Completion Date" (PACD), which is March 31, 1987, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Assistance will have been performed and all goods financed under the Assistance will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Assistance for services performed or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1. no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country may at any time or times reduce the amount of the Assistance by all or any part thereof for which requests for disbursement, accompanied by necessary support-

ing documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4. Loan Terms

SECTION 4.1. Interest. The Cooperating Country will pay A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following date of the first disbursement of the Loan hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5) of each respective disbursement of the Loan, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement of the Loan, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Cooperating Country will pay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual instalments of Principal and interest. The first instalment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Cooperating Country with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency, and Place of Payment.

All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest

due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the instalments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of the Cooperating Country which enable it to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1., and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1., the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Parties hereunder will terminate, except with respect to any obligations arising out of the expenditure of Grant funds.

Article 5. Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Cooperating Country will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its terms.

(b) A statement of the names of the persons holding or acting in the Ministry of the Cooperating Country specified in Section 9.2., and a specimen signature of each person specified in such statement.

SECTION 5.2. Disbursement for Construction. Prior to any disbursement for individual construction activities under this Assistance or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country shall, except as A.I.D. may otherwise agree in writing, furnish in form and substance satisfactory to A.I.D. detailed drawings and specifications for all types of structures and facilities to be constructed.

SECTION 5.3. Notification. When A.I.D. has determined that the conditions precedent specified in Section 5.1. have been met, it will promptly notify the Cooperating Country.

SECTION 5.4. Terminal Dates for Conditions Precedent. If all of the Conditions specified in Section 5.1. have not been met within ninety days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

Article 6. Special Covenants

SECTION 6.1. Except as the Parties may otherwise agree in writing, the Cooperating Country agrees that the following actions, in form and substance satisfactory to both parties, will be undertaken:

(a) Provision of sufficient funds, through the Irrigation and Agriculture Departments or such other departments of the Government of Maharashtra as may be appropriate, when needed, to complete all aspects of the Project in accordance with the budget and schedule as agreed by the parties.

(b) Provision of sufficient resources in the Seventh Five Year Plan for the period 1985 to 1990 to complete all subproject MIPs in timely fashion. Such resources will be made available as needed to both the Irrigation and Agriculture Departments of the Government of Maharashtra in accordance with the illustrative budgets and schedules in the Project Paper.

(c) Establishment of a special unit within the Irrigation Department of the Government of Maharashtra and of staffing in such unit to coordinate and assist in managing and monitoring all project activities.

(d) Establishment of an adequate number of positions and the posting of experienced, qualified staff filling those positions at the field level, to implement all project activities satisfactorily and in accordance with the project schedules and budgets established for approved subproject MIPs.

(e) Support for the prototype concept being advanced under this project through the use of demonstration chaks, technical collaboration and special studies, and utilization of the technological innovations and findings arising out of the project to improve new and existing irrigation facilities throughout the state wherever feasible.

Article 7. Procurement Source.

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services where Loan financed, and in the United States Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services where Grant financed, ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Standard Provision Annex, C.1 (a) with respect to ocean shipping and Section C.1 (b) with respect to marine insurance.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and except as A.I.D. may otherwise agree in writing, their origin in India ("Local Currency Costs"). To the extent provided for under this Agreement, Local Currency Costs may also include the provision of local currency resources required for the Project.

Article 8. Disbursements.

SECTION 8.1. Disbursement for Foreign Exchange Costs. After satisfaction of conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for the Foreign

Exchange Costs of goods or services required for the Project in accordance with the terms of the Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentations as prescribed in Project Implementation Letters, (a) requests for reimbursement for such goods or services, or, (b) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (a) to one or more U.S. banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (b) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers, through Letters of Credit or otherwise, for such goods or services.

Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Cooperating Country and may be financed under the Assistance.

SECTION 8.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Cooperating Country may obtain disbursement of funds under the Assistance for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary

supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs;

(b) The local currency needed for such disbursement hereunder shall be purchased by A.I.D. with U.S. Dollars from the Reserve Bank of India. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursement of the Assistance may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. If funds provided under the Assistance are introduced into India by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into currency of India at the highest rate of exchange which, at the time the conversion is made, is not unlawful in India.

SECTION 8.5. Date of Disbursement. Disbursement by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 8.2.(b).

Article 9. Miscellaneous

SECTION 9.1. Communications. Any notice, request, document or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address:	Secretary to the Government of India Department of Economic Affairs Ministry of Finance New Delhi.
Alternate Address for telegrams:	ECOFAIRS, New Delhi.

To A.I.D.

Mail Address:	Mission Director USAID American Embassy West Building New Delhi.
Alternate Address for telegrams:	USAID, New Delhi.

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the office of Joint Secretary, Department of Economic Affairs, Ministry of Finance and A.I.D. will be represented by the individual holding or acting in the office of

Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1. to revise elements of the amplified description in Annex 1. The names of the representatives of the Cooperating Country, with specimen signature, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Combined Loan and Grant Standard Provision Annex" (Annex 2) is attached to and forms part of this Agreement.[1]

SECTION 9.4. Language of Agreement. This Agreement is prepared in both English and Hindi.[2] In the event of ambiguity or conflict between the two versions, the English language version will be used for final interpretation.

IN WITNESS WHEREOF, the Cooperating Country and United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

THE PRESIDENT OF INDIA

By Yogesh Chandra

Name: Yogesh Chandra

Title: Joint Secretary
Department of Economic Affairs
Ministry of Finance

THE UNITED STATES OF AMERICA

By Priscilla M. Boughton

Name: Priscilla M. Boughton

Title: Director
United States Agency for International Development
India

[1] See footnote 1, p. 2132.
[2] Not printed in the Hindi language.

Annex 1

A.I.D. Loan No. 386-T-232

A.I.D. Project No. 386-0481

Project Description

The project will improve the efficiency of surface irrigation in Maharashtra. Irrigation systems will be designed to accommodate more closely the needs of farmers and their crops; the potential of individual systems will be more fully exploited; greater emphasis will be placed on the equitable distribution of water among all participating farmers within an irrigation system; the available water will be more efficiently used, resulting in greater quantities of crops being produced. Thus overall agricultural production and rural incomes will be improved.

This will be done through specialized training of technicians, engineers, economists and agronomists involved in the design, construction and operation of medium irrigation systems in Maharashtra and by applying what has been learned in the planning, construction, operation and management of thirteen new prototype irrigation systems. Some highly specialized training will be done in the United States, but most will be done in India with a focus on system diagnosis improvement and monitoring. Also, special studies will be undertaken to examine certain key problems constraining the optimal use of irrigation facilities, and these findings, too, will be applied and tested on the thirteen prototypes.

Demonstration "chaks", or primary irrigation areas, will be established in each prototype, to test and demonstrate innovations arising from the training and studies.

The best of U.S. and Indian irrigation technology will be drawn on in the design and operation of these prototype projects. The most successful prototypes will be used to refine technology and to serve as demonstration models to guide in the design of new systems, both with respect to physical structures as well as managerial systems.

The objective is to make irrigation water available to all potential users within a command area, when and where it is needed, in sufficient quantities; to tie its control more closely to crop needs, and to coordinate irrigation more closely with the other inputs required by farmers for optimal crop production and marketing.

The prototype approach being followed through this project, with its focus on the productive end of the system, will help to link all aspects of an irrigation system -- the headworks, distributaries and on-farm development -- into an integrated whole the purpose of which is to serve all farmers, down to the last one at the tail end of the system.

A grant of $3 million will fully finance training, both in India and in the United States, in planning, design, construction and operation of irrigation networks, water management in irrigated agriculture, and water resources systems analysis and management. In addition, special studies of key problems relating to irrigation efficiencies will be grant financed. The studies will be of actual problems on real irrigation systems. Their findings will be documented in technical reports prepared for and distributed to irrigation and agricultural specialists throughout India and in shorter, less technical summaries prepared for and distributed to policy makers. This will be done through Government of Maharashtra channels and through the Central Water Commission to other states throughout India. A resident project coordinator will help to arrange the training and studies, and will plan and arrange short term technical assistance. The details of training and special studies will be jointly worked out by AID/GOI/GOM.

An AID loan of $44 million will finance two-thirds of eligible construction costs incurred during the five year life of the project, roughly half of total costs incurred during that period.

The outputs of the project that will lead to improved efficiency of surface irrigation are as follows:

a. Training of personnel in a variety of specialized disciplines to improve their contributions to the design, construction and operation of these systems;

b. special studies of key problems and application of their findings to the project's prototype systems;

c. support for collaboration between U.S. and Indian irrigation specialists; and

d. support for construction of approximately thirteen medium irrigation projects in each of the various agro-climatic zones of Maharashtra, to serve as prototypes to test and demonstrate innovations in the design, construction, operation and maintenance of surface irrigation systems.

Workshops in the design of chaks and water management studies to be financed under the project will begin shortly after obligation of the project. Existing MIPs in Maharashtra will be used for demonstration purposes. The activities will be targeted to personnel of the GOM who will be assigned to field establishment offices at each of the prototype MIPs, including both Irrigation and Agriculture Department personnel as well as Agriculture Extension Officers who are responsible for direct farmer contacts. The field workshops will focus not only on optimum layout of watercourses, but also, and more importantly, on how to engage the participation of the prospective beneficiaries in this process. The core activity of the workshops will involve on-the-ground examinations of existing systems.

These workshops and studies will be concentrated in the first project year and spread over to subsequent years as may be decided by AID/Cooperating Country/GOM. After the first batch of three prototype MIPs has been approved and construction initiated, participants in the workshops will be assigned to the field establishment to apply what they have learned to the new MIPs. This new cadre will include an interdisciplinary mix of skills including farmer extension and irrigated technology. At least one demonstration chak will be designed, constructed and operated in each prototype, as soon as possible after construction has begun. The field establishment personnel, in consultation with their parent Agriculture and Irrigation Departments, CWC and USAID, will identify potential demonstration chaks in areas where water can be delivered as soon as the reservoir and main channel is operational. They will involve the prospective beneficiaries in the initial design of the chak, in the establishment of farmers' organizations for the operation and maintenance of the chaks and will work out the beneficiaries' contribution to construction and operation of the chak. Contributions can be in the form of construction labor and/or water charges.

When the demonstration chak has been set up, organizations established and contributions identified, and when water delivery begins, the field establishment personnel will remain at site to assure continued efficient operation, to work out any unforeseen difficulties, and to encourage the demonstration of the chak to all other prospective beneficiaries within the MIP command area.

Additional chaks will be designed similarly, applying what has been learned not only in the initial workshops but also with the experience gained in setting up the demonstration chaks.

This process will be repeated in each of the thirteen prototype MIPs.

At the completion of this five year project, a substantial portion of the professional staff of the Irrigation and Agriculture Departments of the Government of Maharashtra will have participated in the development and application of new concepts of planning, design, construction and operation of surface irrigation systems. The central element of the new approach will be the end-user, the farmer, and his needs, and the importance of involving him actively at every stage of the building process, from initial planning through construction to operation and maintenance. Studies of major constraints to efficient use of irrigation infrastructure, from technical design aspects to organization and management of water users, will have been completed, and their findings incorporated into the GOM's criteria and procedures for building and operating surface irrigation systems.

In order to consolidate and strengthen these new concepts, approximately thirteen prototype medium irrigation systems will have been planned and designed under the project, and construction initiated, applying what has been learned. Farmers will be actively involved in the planning, design, and construction of each of the prototypes, and in the operating and maintenance of demonstration chaks (individual irrigation service areas) completed during the LOP. These demonstration chaks will show policy makers, technicians and farmers how real MIPs can work -- efficiently, equitably, with farmers assuming major portions of responsibility for the entire process. The demonstration chaks, the first of which will be operational after the third year, will help to test, perfect and spread the concept, not only throughout the rest of the thirteen prototypes as additional chaks become operational, but also throughout other planned and existing irrigation systems in Maharashtra and elsewhere in India as well.

Construction of the approximately thirteen prototypes, using improved designs and oriented towards the needs of the users, will be well along. Each of the thirteen systems will require a minimum of seven years from the beginning of construction to completion, so given a five year life of project, none will be fully operational by the Project Assistance Completion Date (PACD). However, demonstration chaks will be functioning in majority of the prototypes commensurate with the release of irrigation water.

SUMMARY COST ESTIMATE AND FINANCIAL PLAN
1982-1987
($'000)

Project Element (1)		A. I. D. Loan (2)	A. I. D. Grant (3)	A. I. D. Total (4)	Govt. of Maharashtra GOM/ID (5)	Govt. of Maharashtra GOM/AD (6)	Govt. of Maharashtra Total (7)	Grand Total (8)
MIP Construction								
	FX		-					
	LC	44,000.00	-	44,000.00	44,000.00	2,192.00	46,192.00	90,192.00
	T	44,000.00	-	44,000.00	44,000.00	2,192.00	46,192.00	90,192.00
Studies								
	FX	-	806.00	806.00	-	-	-	806.00
	LC	-	606.56	606.56	-	-	-	606.56
	T	-	1,412.56	1,412.56	-	-	-	1,412.50
Training								
	FX	-	19.46	19.46	-	-	-	19.46
	LC	-	55.51	55.51	-	-	-	55.51
	T	-	74.97	74.97	-	-	-	74.97
Narmada Systems Analysis								
	FX	-	1,040.10	1,040.10	-	-	-	1,040.10
	LC	-	-	-	-	-	-	-
	T	-	1,040.10	1,040.10	-	-	-	1,040.10
Liaison/ Coordination								
	FX	-	286.00	286.00	-	-	-	286.00
	LC	-	82.78	82.78	-	-	-	82.78
	T	-	368.78	368.78	-	-	-	368.78
Contingency								
	FX	-	-	-	-	-	-	-
	LC	-	103.59	103.59	-	-	-	103.59
	T	-	103.59	103.59	-	-	-	103.59
Total								
	FX	-	2,151.60	2,151.60	-	-	-	2,151.60
	LC	44,000.00	848.40	44,848.40	44,000.00	2,192.00	46,192.00	91,040.40
	T	44,000.00	3,000.00	47,000.00	44,000.00	2,192.00	46,192.00	93,192.00
Required to complete MIPs								
	FX	-	-	-	-	-	-	-
	LC	-	-	-	88,220.00	16,228.00	104,448.00	104,448.00
	T	-	-	-	88,220.00	16,228.00	104,448.00	104,448.00
TOTAL								
	FX	-	2,151.60	2,151.60	-	-	-	2,151.60
	LC	44,000.00	848.40	44,848.40	132,220.00	18,420.00	150,640.00	195,488.40
	T	44,000.00	3,000.00	47,000.00	132,220.00	18,420.00	150,640.00	197,640.00

SINGAPORE

Defense: Service Personnel Exchange

Memorandum of understanding signed at Singapore and Washington July 19 and September 1, 1982;
Entered into force September 1, 1982.

MEMORANDUM OF UNDERSTANDING ON THE EXCHANGE OF SERVICE PERSONNEL BETWEEN THE UNITED STATES NAVY AND REPUBLIC OF SINGAPORE AIR FORCE AND ON THE GENERAL CONDITIONS WHICH WILL APPLY TO THE EXCHANGE OF SUCH PERSONNEL

1. Purpose. The Personnel Exchange Program between the United States Navy and the Republic of Singapore Air Force has been established for the purpose of providing a system of mutual exchange of personnel between the two Services. It is designed to establish an active relationship between the U. S. Navy and the Republic of Singapore Air Force by which the experience, professional knowledge and doctrine of the Services are shared to the maximum extent permissible under existing policies of the United States and the Republic of Singapore.

2. Selection criteria. Officers selected for exchange duty shall be those who have demonstrated capabilities for future higher command and staff positions, who are well versed in the practices and doctrines of their Service, and are particularly qualified through experience for the exchange position which they will fill.

3. Tour of duty. The normal tour of duty for exchange personnel, exclusive of travel time between countries, will be for a period of two years. Any time required for a formal course of instruction will be in addition to the normal tour. Exceptions and/or adjustments of individual tours will be based on mutual agreement between the participating Services.

4. Number of military personnel to be exchanged. The number of personnel to be exchanged at any one time will be as agreed between the Chief of Naval Operations for the U. S. Navy and the Commander, Republic of Singapore Air Force for the Republic of Singapore Air Force.

5. Duties. Exchange personnel will be assigned duties by the host Service which are agreeable to the parent Service. Such personnel should function fully as a member of the unit to which they are assigned. The host Service, however, will undertake not to place exchange personnel in duty assignments in which direct hostilities with forces of third states are likely or in operations with which the parent Government may not wish to be associated. Should hostilities occur unexpectedly, involving a unit to which exchange personnel are assigned, such personnel should not be employed in the active operations of the hostilities without prior approval from the parent Service, except in extraordinary circumstances in which communication cannot be reasonably established with the parent Service and the exchange personnel are considered essential in the operations of the unit employed. In the latter extraordinary circumstances, the host Service will make every effort to remove personnel from active participation in the hostilities of the unit.

6. Administration and control. Exchange personnel will be administered and controlled as prescribed by the parent Services:

a. U. S. Navy personnel on exchange duty with the Republic of Singapore Air Force will be under the administration and control of the U. S. Naval Attache, Singapore.

b. Republic of Singapore Air Force personnel on exchange duty with the U. S. Navy will be under the administration and control of the Republic of Singapore Embassy, Washington, D. C.

7. Discipline. Exchange personnel will comply with the regulations, orders, instructions and customs of the host Service insofar as they are applicable. Exchange personnel are subject to the commands of the officers senior to them in rank in the host Service. Personnel committing an offense under the laws of either the parent or the host Service may be withdrawn from the exchange program with a view toward further administrative or disciplinary action taken by the parent Service when considered necessary. Disciplinary action, however, shall not be taken by the host Service against exchange personnel. The respective Services shall cooperate whenever possible in the carrying-out of administrative or disciplinary action against the offender by the parent Service. Nothing in this paragraph shall affect the applicability to exchange personnel of the laws administered by civil authorities in the host Nation.

8. Personal assessments. Reports on exchange personnel will be prepared in confidence in the form requested by the parent Service.

9. Professional proficiencies. The host Service will provide necessary facilities, wherever practicable, so that the exchange personnel may maintain their professional proficiencies in accordance with regulations of their parent Service.

10. Leave. Exchange personnel may be granted leave in accordance with the regulations of their parent Service, provided such leave is also approved by the proper authorities of the host Service.

11. Messing and quarters. The host Service may provide family-type or single quarters for exchange personnel, and their dependents, and messing facilities for exchange personnel, if available, on the same basis and to the same extent that it provides these amenities for its own personnel. In any case, the host Service will render all practicable assistance in locating and obtaining suitable housing for exchange personnel. Financial arrangements for messing and quarters are specified in paragraph 15.

12. Uniforms. Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most nearly conforms to the Order of Dress of the particular unit with which they are serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reason of differences in dress regulations. Customs of the host Service will be observed with respect to the wearing of civilian clothes.

13. Security. The parent Service is to supply a certification of security clearance up to the level required by the exchange post. On receipt of this, the host Service will authorize exchange personnel to have access to such classified information as it considers to be necessary for the efficient performance of duties by exchange personnel. Exchange personnel must comply at all times with the security regulations of the host Service. Exchange personnel may be required to submit reports to their parent Service during their exchange service. All such reports must be given the security classification appropriate to their contents. No documents containing military information, classified or unclassified, other than personal records pertaining to the individual's parent Service, may be retained permanently by exchange personnel. This does not preclude the use of documents by individuals in the course of their duties. Exchange personnel may, however, request that documents pertaining to their duties, which they consider will be of use to their parent Service, be passed to that Service. Such request will be referred to the immediate host commanding officer of the requesting exchange personnel, who will forward it, together with the documents concerned, through the usual channels to appropriate host Service authorities (the Chief of Naval Operations in the case of Republic of Singapore Air Force exchange personnel serving with the U. S. Navy) for review and authorization. If the request is approved, the documents will be passed through the usual channels to the parent Service of the exchange personnel initiating the request. Documents for delivery to the U. S. Navy will be forwarded to the U. S. Naval Attache, Singapore. Documents for delivery to the Republic of Singapore Air Force will be forwarded to the Republic of Singapore Embassy, Washington, D. C. This procedure is designed to avoid:

a. any inaccurate or misleading information being passed to the parent Service;

b. embarrassment with a third country through the possible release of classified information without the agreement of the third country.

14. Disclosure of information to parent Service.

a. Information provided by either Government to the other in confidence, and such information produced by either Government

pursuant to this Memorandum requiring confidentiality, will either retain its original classification or be assigned a classification in accordance with national laws and regulations that will ensure a degree of protection against disclosure equivalent to that required by the other Government.

b. Each Government will take all lawful steps available to it to keep free from disclosure under any legislative provision without the consent of the other Government information exchanged in confidence under this Memorandum.

c. To assist in providing the desired protection, each Government will mark such information furnished to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release, that the information relates to this Memorandum and that it is furnished in confidence.

d. A recipient Government will not disclose or permit to be disclosed classified information received under this Memorandum to the Government of, or to organizations or nationals of, a third country, or any third party, except with the express consent of the originating Government.

15. Financial arrangements. The U. S. Navy and the Republic of Singapore Air Force have established the following financial arrangements for the U. S. Navy and the Republic of Singapore Air Force Personnel Exchange Program:

a. to the extent authorized by its laws and regulations governing that Service, the parent Service will, with respect to exchange personnel and their dependents and personal property, retain responsibility throughout the period of exchange for the following:

(1) Basic pay and cash allowances due the exchange personnel;

(2) All permanent change of station costs including per diem and other travel allowances;

(3) All temporary duty costs including per diem and other travel allowances when such travel is directed by the parent Service;

(4) Per diem and travel allowances, other than basic cost of transportation, when temporary duty is directed by the host Service;

(5) Compensation for loss of, or damage to, the uniform or other personal equipment of the exchange personnel;

(6) Cost of movement of dependents and household effects of exchange personnel as authorized by the parent Service;

(7) Cost of shipment of remains and funeral expenses in the event of death of the exchange personnel or dependent(s);

(8) Expenditures in connection with any special duty performed on behalf of the parent Service;

(9) Expenses incurred in the interests of dependents permitted to accompany or joining the exchange personnel.

b. The host Service will provide the following for exchange personnel and their dependents, and assume charges therefor, in accordance with and to the extent allowed by its laws and regulations:

(1) The basic cost of transportation when temporary duty is directed by the host Service. Per diem and other travel allowances will be paid by the parent Service;

(2) Cost of use of facilities to maintain flying proficiency;

(3) Costs incident to relocation of exchange personnel on a permanent basis from one duty station to another involving a change of locality, by order of the host Service, to include transportation in kind, allowances in lieu thereof, or reimbursement of actual transportation costs for the travel of the exchange personnel and their dependents; shipment of their household effects or reimbursement or allowances for personally-procurred shipping services; and payment of other allowances and expenses or indemnification associated with the transfer, as appropriate. All services, allowances, and reimbursements for the exchange personnel under this provision shall be equal in number, nature and amount to the benefits that the personnel of the host Service would receive under its pertinent laws and regulations incident to relocation involving the same circumstances;

(4) Medical and dental care for exchange personnel and their dependents. The costs of any treatment beyond the capability of the hospitals and facilities of the host Service, or outside the authority of the host Service to expend funds for, may be defrayed by the parent Service to the extent authorized by its regulations. Such cost must be otherwise borne by the exchange personnel concerned.

c. Exchange personnel who are furnished a cash allowance for subsistence or rations by the parent Service and who utilize messing facilities provided by the host Service will adhere to the cash sale procedures prescribed for personnel of the host Service, but in no event will exchange personnel be required to purchase meals, if members of the host Service are not also subject to the requirement or are not subject to loss of ration allowance.

d. Any charges for public quarters provided exchange personnel pursuant to paragraph 11 including charges assessed for certain personal services, such as laundry and linen services, will be billed by the host Service directly to the exchange personnel concerned.

16. Privileges of exchange officers.

a. To the extent authorized by the laws and regulations of the host Government, the following privileges will be available on a reciprocal basis to exchange officers and their dependents:

(1) Exemption from any tax by the host Government upon income received from the parent Government;

(2) Exemption from any customs, import duty, or similar tax levied upon articles entered for their official, personal, or family use, including inter alia their baggage, household effects and private motor vehicles;

(3) Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs on the same basis as equivalent personnel of the host Service.

b. The foregoing sub-paragraph does not in any way limit privileges set forth elsewhere in this Memorandum or other privileges granted by applicable laws and regulations of the host Government.

17. Reports.

a. Periodic or other reports which exchange personnel may be required to make by their own Service or which they wish to make concerning their exchange duties will be submitted as follows:-

(1) U. S. Navy personnel on exchange duty with the Republic of Singapore Air Force will forward their reports through their host commanding officer and appropriate host Service channels to the U. S. Naval Attache, Singapore, who will transmit such reports to the appropriate authorities of his country;

(2) Republic of Singapore Air Force personnel on exchange duty with the U. S. Navy will forward their reports through their host commanding officer, appropriate host Service channels and the Chief of Naval Operations to the Republic of Singapore Embassy, Washington, D. C., for transmission to the appropriate authorities in the Republic of Singapore.

b. The transmission channel in the host country is subject to the security provision set forth in paragraph 13.

18. Service sponsors.

a. Arrangements shall be made to ensure that exchange personnel are informed of their rights and obligations prior to their tour of duty with the host Service and they will be familiarized with the customs and any special conditions to be observed in the host country.

b. Each host Service will appoint representatives (to be known as Service sponsors) who will provide exchange personnel with assistance and advice in this respect. Preferably, Service sponsors should have the same rank as exchange personnel concerned.

19. Education. To the extent possible under national and local laws and regulations and to the extent that the parties to this Memorandum may be able to control, free education should be provided by the host Government for children of exchange personnel in the same manner and to the same extent as such facilities are provided for children of personnel of the host Service.

20. Resolution of disagreements. Any disagreement regarding the interpretation or application of this Memorandum will be resolved by consultation between the Governments concerned and will not be referred to an international tribunal or third party for settlement.

21. Effective date. This Memorandum will take effect on the day of last signature.

22. Termination. This Memorandum may be terminated in writing by either the United States Navy or the Republic of Singapore Air Force subject to six months prior notice being given, or may be terminated at any time by mutual agreement of both parties.

23. Continuing responsibilities. The responsibilities of the Governments involved regarding the use, safeguarding and disclosure to third parties of information exchanged or transferred under this Memorandum will continue to remain in effect after this Memorandum is terminated as if the Memorandum had not been terminated.

For the Republic of Singapore
Air Force

COL YEO PING YONG
Deputy Commander
RSAF

19 JULY 1982
Date signed

For United States
Navy

VADM LANDO W. ZECH, JR
Deputy Chief of
Naval Operations
US Navy

01 SEP 1982
Date signed

76-827 - 88 - 32

BANGLADESH

Agricultural Commodities

Agreement signed at Dacca March 8, 1982;
Entered into force March 8, 1982.
With agreed minutes.
And amending agreements
Effected by exchange of letters
Signed at Dacca July 9 and 13, 1982;
Entered into force July 13, 1982.
And exchange of letters
Signed at Dacca August 23 and 24, 1982;
Entered into force August 24, 1982.
And exchange of letters
Signed at Dacca October 14, 1982;
Entered into force October 14, 1982.

AGREEMENT

Between

The Government of the United States of America

And

The Government of the People's Republic of Bangladesh

For

Sales of Agricultural Commodities

Public Law 480, Title III

March 8, 1982

TITLE III AGREEMENT

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AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the People's Republic of Bangladesh;

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the People's Republic of Bangladesh (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

PART I. GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this Agreement.

B. The financing of the agricultural commodities listed in Part II of this Agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this Agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this Agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this Agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the Agreement). The ocean freight differential is deemed to be the amount as determined by the Government of the exporting country, by which the cost of ocean

transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of the vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment:

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this Agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment:

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this Agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this Agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (c) and (h) of the Act, as set forth in Part II of this Agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal

and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this Agreement.

C. Type of Financing:

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions:

1. With respect to commodities delivered in each calendar year under this Agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this Agreement. The first installment payment shall be due and payable on the date specified in Part II of this Agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made no later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on same anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be

due on the same date as the first installment and thereafter such interest shall be paid on the dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payments, the interest shall be computed at the initial interest rate specified in Part II of this Agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this Agreement.

E. Deposit of Payments:

The Government of the importing country shall make, or cause to be made, payments, to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this Agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, DC 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds:

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this Agreement, to be applied to the economic development purposes set forth in Part II of the Agreement, shall be not less than the local currency equivalent of the dollar disbursement of the Government of the exporting country in connection with financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a

report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations:

The computation of the initial payment, currency use payment and all payments of principal and interest under this Agreement shall be made in United States dollars.

H. Payments:

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this Agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this Agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this Agreement in the importing country.

ARTICLE III

A. World Trade:

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this Agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in the Agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and

during each subsequent comparable period in which commodities financed under this Agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this Agreement.

2. Take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where such resale, diversion in transit, transshipment of use is specifically approved by the Government of the United States of America).

4. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this Agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of United States of America).

B. Private Trade:

In carrying out the provisions of this Agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help:

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting:

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this Agreement and any subsequent comparable period during which commodities purchased under this Agreement are being imported or utilized,

1. The following information in connection with each shipment

of commodities under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. A statement by it showing the progress made toward fulfilling the usual marketing requirements.

3. A statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. Statistical data on imports by country of origin and exports by country of destination, of commodities which are the same or like those imported under the Agreement.

E. Procedures for Reconciliation and Adjustment of Accounts:

The two Government shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions:

For the purposes of this Agreement:

1. Delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. Import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country; and

3. Utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the customer within the country.

G, Applicable Exchange Rate:

For the purposes of this Agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the

Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agents, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirement of the first sentence of this Section G.

H. Consultation:

The two Governments shall, upon request of either of them, consult regarding any matter arising under this Agreement, including the operation of arrangements carried out pursuant to this Agreement.

I. Identification and Publicity:

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in Subsection 103(1) of the Act.

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity	Maximum Export Market Value Dollars (Million)
Wheat	1982	175,000 MT	26.1
Soybean/ Cottonseed Oil	1982	30,000 MT	13.3
Rice	1982	23,000 MT	6.4
Cotton	1982	28,300 Bales	9.2

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None.

B. Currency Use Payment - None.

C. Currency Use Offset - Up to one hundred (100) percent of the value of financing provided under this Agreement plus interest to support the Food for Development Program identified in Annex B.

D. Number of Installment Payments - 31.

E. Amount of Each Installment Payment - Approximately equal annual amounts.

F. Due Date of the First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.

G. Initial Interest Rate - 2 percent.

H. Continuing Interest Rate - 3 percent.

Item III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Cotton	1982	100,000 Bales
Wheat	1982	0
Soybean/ Cottonseed Oil	1982	0
Rice	1982	0

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1982, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to Which Export Limitations Apply:

For the purpose of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are:

1. For wheat - wheat, wheat flour, rolled wheat, semolina, farina, and bulgar (or the same product under a different name);

2. For soybean/cottonseed oil - all edible vegetable oils including peanut oil, sesame oil, rapeseed oil, and any other edible vegetable oil or oil bearing seeds from which those oils are produced;

3. Cotton - upland cotton, except Comilla variety and cotton textiles (including yarn and waste); and

4. Rice - rice in the form of paddy, brown, or milled.

Item V. Self-Help Measures:

A. The Government of Bangladesh agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Bangladesh agrees to undertake the following activities and in so doing to provide adequate financial, technical, and managerial resources for their implementation:

1. Encourage increased domestic production by:

a. Implementing the Medium-Term Foodgrain Production Plan with improved water control, particularly irrigation, as the spearhead of improved agricultural technology.

b. Continuing to encourage the private sector's contribution to producing, processing, distributing, and marketing of foodgrains. Similarly the private sector's role in the provision of agricultural inputs will continue to be increased. The private sector will continue to be

encouraged to invest in storage facilities for foodgrains and in the foodgrain trade. Credit available to the private sector for foodgrain production, input supplies, storage, and marketing will be expanded.

c. Pursuing agricultural research goals which contribute to the increase and diversification of food production.

d. Taking effective measures to strengthen the crop forecasting system and to disseminate agricultural research information to farmers through extension services and by other means.

2. Announce procurement prices for each major foodgrain crop before the planting season, setting the price at a level to cover all input costs plus a margin of profit sufficient to encourage investment in high yield variety (HYV) technology. Continue procurement operations whenever farmgate prices fall below procurement prices.

3. Maintain a reserve system to provide foodgrain security. The BDG agrees to improve and expand the Open Market Sales (OMS) Program as the release mechanism for the reserve program. OMS will both moderate price increases and provide reasonably priced foodgrains to consumers throughout the country.

4. Continue phasing down the ration system by (a) gradually moving prices upward to reduce the subsidy element, (b) reducing the rice portion of the ration and (c) lowering the total ration quota for individual cardholders.

5. Evaluate the operations of the vegetable oil market, including oil sales through the private sector and the oil used in the ration system.

6. Implement policies to foster private sector investment in the cotton spinning industry including announcement of elimination of the 12,500 spindle limitation applicable to new spinning mills. Cotton yarn produced from P.L. 480 financed cotton will be used to support the local weaving industry.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

A. The proceeds accruing to the Government of Bangladesh from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agricultural sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Bangladeshi people and their capacity to participate in the development of their country.

Item VII. Food for Development Program to which Currency Use Offset Applies:

Annexes A and B set forth the understandings of the parties concerning the Food for Development Program to be undertaken by the BDG with the proceeds from the sale of agricultural commodities financed by this Agreement. In the event of any inconsistencies between the provisions of Parts I, II and III of this Agreement and Annexes A and B, such Annexes shall be controlling.

Annexes A and B are incorporated in the Agreement. Annex A is intended to be applicable to the Food for Development Program for Bangladesh. Annex B describes the specific Food for Development Program of the BDG.

PART III. FINAL PROVISIONS:

A. This Agreement may be terminated by either Government by notice of termination for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the Agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representative, duly authorized for the purpose, has signed the present Agreement.

DONE at DACCA,

This 8 day of MAR 1982.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Jane A. Coon
Ambassador Extraordinary
and Plenipotentiary

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH

Kazi Fazlur Rahman
Secretary
External Resources Division
Ministry of Finance

ANNEX A

P.L. 480 TITLE I AGREEMENT PROVIDING

FOR A TITLE III FOOD FOR DEVELOPMENT PROGRAM

The Government of the United States of America (USG), the Exporting Country, and the Government of the People's Republic of Bangladesh (BDG), the Importing Country:

Recognizing the policy of the USG to use its agricultural productivity in a manner which will establish a strong relationship between food assistance and efforts by the BDG to increase the availability of food for the poor and to improve in other ways the quality of their lives; and

Having agreed upon a proposal for the intended use of commodities or funds generated from the sale of such commodities to increase the access of the poor in Bangladesh to a growing and improving food supply through activities designed to improve the production, protection and utilization of food; and

Desiring to set forth the understanding that will govern the sale of agricultural commodities in Bangladesh in order to carry out the above mentioned proposal pursuant to the authority of the Agricultural Trade Development and Assistance Act of 1954 of the U.S. Government, as amended (hereinafter referred to as the Act), and the measures the two Governments will undertake to further the above-mentioned policies:

Agree as follows:

Item I. Responsibilities of the USG:

A. Subject to the availability of funds and commodities, the USG agrees to furnish credit under authority of Title I of the Act to the BDG for the purchase of agricultural commodities and to carry out the provisions of the Food for Development Program, as set forth in Annex B of this Agreement.

B. On receipt of satisfactory evidence of use of the commodity or disbursements from the Special Account for eligible uses by the BDG described below for the activities and/or programs described in Annex B, the USG will apply such disbursements against the Title I payment obligation incurred under this Agreement as set forth in Items II and III below.

Item II. Responsibilities of the BDG:

A. The BDG agrees to carry out the programs and policies detailed in Annex B. In carrying out such programs and policies, the BDG agrees

that it will:

1. Use the commodities provided and/or the proceeds generated from the sale of agricultural commodities financed under this Agreement to implement and finance the development activities specified in Annex B.

2. Submit on or before October 1 of each year during the period of this Agreement a comprehensive report to the USG on the activities and progress achieved under the Food for Development Program detailed in Annex B, for the United States fiscal year ending September 30 including, but not limited to, a comparison of results with program targets, a specific accounting for commodities and funds generated, their uses, the outstanding balance at the end of the most recent fiscal year, and any recommendations of the BDG for modification and improvement of the Food for Development Program, including the use of funds generated and deposited in the Special Account.

3. Maintain adequate records for not less than three years after completion of the program to permit review and audit by the USG of measures taken to implement the Food for Development Program.

B. The BDG agrees to establish a Special Account in which it will deposit the proceeds and to maintain this account subject to the following conditions:

1. The local currency will be deposited not later than six months after it is generated.

2. Local currency deposited will be disbursed for the program set forth in Annex B of this Agreement.

C. The provisions of Part I, Article II F of this Agreement shall not apply to sales proceeds disbursed from the Special Account for the Food for Development Program.

Item III. Credit for Title I Loan Indebtedness:

The USG and the BDG agree that:

A. The dollar equivalent of local currency disbursed for eligible uses identified in Annex B shall be calculated at the exchange rate specified in Part I, Article III G of the Agreement, applicable on the date of disbursement from the Special Account.

The dollar sales value of commodities furnished under this Agreement which are in conformance with Section 305(A) and 305(B) of the Act and used according to the specific provisions outlined in Annex B shall be applied against repayment obligations incurred under this

Agreement and the value of the commodities so used will be deemed to be disbursements at the time of such use.

Disbursements from the Special Account or commodities that are deemed to be disbursements for purposes specified in Annex B and in accordance with the provisions of this Agreement, in an amount equivalent to the dollar value of the credit furnished by the Government of the Exporting Country under this Agreement shall be deemed to be the payment of all installments of principal and interest payable thereon for the commodities financed under this Agreement, except as hereinafter provided, with respect to the election by the Government of the Importing Country to apply excess disbursements to repayment of obligations under other PL 480 financing agreements. The dollar equivalent value of local currency disbursements in excess of the amount of the annual repayment obligations of the Government of the Importing Country in any fiscal year may, at the election of such country, be credited as payment of its annual repayment for that fiscal year under other PL 480 financing agreements at the rate of exchange applicable on date of disbursement. The Government of the Importing Country agrees to notify the Government of the Exporting Country of its election to credit excess disbursement against designated obligations under other PL 480 financing agreements not less than thirty (30) days prior to the due date(s) of the payment(s) against which the equivalent dollar value of the excess disbursement is to be applied. For purposes of the aforementioned repayment provisions the "fiscal year" shall begin on October 1 and end on September 30 for the term of this Agreement.

B. For the period during which disbursements are made in accordance with paragraph A above, the BDG will furnish the USG a quarterly report of the deposits and disbursements made, certified by the appropriate audit authority of the BDG and a description of the activities for which the disbursements were made. This report shall include documentation that (a) funds have been deposited in the Special Account and (b) Special Account funds have been used to offset expenditures (e.g., vouchers paid) against agreed development projects.

C. Not less than sixty (60) days before the Title I loan installment becomes due under the terms of Part II, Item II of this Agreement, the Government of the Exporting Country will furnish the BDG with a repayment schedule as well as a schedule showing applications to Title I payment obligations. Revised currency use offset schedules showing additional disbursements and applications will be furnished to the BDG as appropriate.

D. The Government of the Exporting Country reserves the right to (1) review in consultation with the Government of the Importing Country use of disbursements and/or use of commodities and (2) determine eligibility for application against Title I payment obligations under this Agreement. If the Government of the Exporting Country determines that a

disbursement or commodity use was made for an ineligible use, notice of such ineligibility shall be given by the Government of the Exporting Country to the Government of the Importing Country, and the two Governments shall, upon request of either, consult regarding such ineligibility. If the notice of ineligibility is not rescinded by the Government of the Exporting Country within ninety (90) days of receipt of such notice by the Government of the Importing Country, disbursements or commodities used for ineligible uses shall not be eligible for application to any indebtedness. At the option of the Government of the Exporting Country, an amount equivalent to the ineligible disbursement shall be restored to the Special Account. To the extent that any disbursements for ineligible uses or commodities used for ineligible uses have been applied against the Title I payment obligations such applications will be cancelled.

E. The Government of the Exporting Country shall have the right, at reasonable times, to inspect projects and inspect and audit records, procedures and methods pertaining to the disbursements made from the Special Account, or pertaining to the use of the commodities.

F. If currencies remain in the Special Account three years after the last local currency is generated under the program set forth in Annex B, the Government of the Importing Country shall use the remaining currencies for the self-help measures specified in Item V of Part II of the Agreement and for such economic development purposes set forth in Item VI of Part II of the Agreement as the two Governments may agree. Such use of currencies shall not be considered eligible to meet Title I repayment obligations of the Importing Country.

G. Annually at such times as the two Governments may agree, representatives of the parties shall meet in a place agreed upon to discuss and review the progress of the Food for Development Program, to consider modification and improvements, and to determine the amounts and kinds of commodities to be financed under this Agreement during that year of the Food for Development Program.

Item IV. Implementation of the Food for Development Program:

A. The Food for Development Program, which is further described in Annex B, consists of a set of policies and activities that are designed to contribute to the attainment of foodgrain self-sufficiency. This includes a properly managed Security/Reserve System; an Open Market Sales Program that acts as a release mechanism for the Reserve Program, ensures that reasonably priced foodgrains are available throughout Bangladesh and helps to moderate consumer price increases; establishment of incentive prices for producers and a procurement program to maintain these prices; reduction of quantities in the ration system and a shift in focus toward these groups with the greatest needs; and, encouragement

of private sector involvement in foodgrain marketing and processing. Other aspects of the Program are concerned with the development of private sector involvement in the vegetable oil processing and marketing and cotton spinning industries. Finally, the sales proceeds/commodities will be used for the agreed development purposes thus providing the BDG additional resources needed in the effort to attain foodgrain self-sufficiency. Failure to fully implement policies and activities described in Annex B would undercut prospects for attaining foodgrain self-sufficiency and would constitute cause for termination of this Agreement. Any future year food commodity funding would continue under Title I.

B. From time to time, the parties may use jointly agreed-upon implementation letters to confirm and record their mutual understanding of aspects of the implementation of this Agreement. Implementation letters will not be used to amend the text of this Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement.

C. For the purpose of negotiating and executing implementation letters, the Government of the Importing Country will be represented by the individual holding or acting in the Office of the Joint Secretary, External Resources Division, Ministry of Finance, and the Exporting Country will be represented by the individual holding or acting in the Office of the U.S. Ambassador, each of whom, by written notice may designate additional representatives. Each party will provide the other party with the names of its representatives and their specimen signatures, and may accept, as duly authorized, any implementation letter signed by any one of such representatives of their authority.

Item V. Suspension of the Agreement:

The Government of the Exporting Country shall annually review the performance and implementation of this Agreement by the Government of the Importing Country. If the Government of the Exporting Country finds that the provisions of this Agreement are not being substantially met, no further financing under this Agreement shall be extended until the end of the following United States fiscal year or until the situation is remedied, whichever occurs first, unless the failure to meet the provisions is due to unusual circumstances beyond the control of the Government of the Importing Country.

ANNEX B

PROGRAM DESCRIPTION

Item I. Purpose:

A. Overall Development Effort to be Addressed:

This program addresses two essential aspects of the Country's development: increasing agricultural production to help meet the BDG's goal of foodgrain self-sufficiency by 1984-85; and encouragement of private sector activity in order to stimulate overall economic development.

B. Proposed Title III Program:

The purposes of the Agreement are to assist the BDG in accelerating increases in agricultural production by maintaining incentive prices for farmers, improving food security by holding and properly managing reserves, reducing the food subsidy through the phase down of the ration system, moderating consumer price increases with the open market sales program, and providing resources to support specific BDG agricultural and rural development programs; to encourage the development of a private sector cotton spinning industry; and to promote the private marketing and processing of foodgrains and vegetable oil.

Item II. Background and Setting:

The first Food for Development Program for Bangladesh was signed on August 2, 1978 [1] and was amended six times, the last time on June 26, 1981. That Agreement as amended, authorized a total of 1,169,000 metric tons of wheat and 26,000 metric tons of soybean oil valued at $200.5 million. Actual shipments amounted to 1,175,000 metric tons of wheat and 25,000 metric tons of soybean oil valued at $191.8 million.

The major objectives of the first program were: (a) maintenance of incentive prices to farmers, and other self-help measures to accelerate agricultural development; (b) implementation of an OMS program with paddy, rice and wheat to moderate price rises; (c) maintenance of adequate reserves; (d) phase out of major elements of the Public Food Distribution System (ration system) by the time foodgrain self-sufficiency is achieved; (e) wholesaling and retailing soybean/cottonseed oil through the private sector; and (f) utilization of Title III proceeds for agreed development projects.

The program represented by this Agreement is the second multi-year Food for Development Program for Bangladesh. It incorporates new provisions to encourage private sector development, not only in the foodgrain and vegetable oil sectors, but also in the area of cotton textiles; it

[1] TIAS 9389; 30 UST 3205.

employs the concept of a flexible commodity mix, with the composition of each year's program adjusted to meet changing circumstances and commodity availabilities; and it reemphasizes all the major elements of the original Agreement as listed above with an additional focus on foodgrain stock management. The total export market value of the three year Agreement is not less than $165 million with the FY 1982 tranche set at $55 million. The amount of the FY 1983 and FY 1984 tranches is programmed at $55 million but subject to commodity requirements, program performance and availability of funds.

The second Food for Development Program can be viewed as the beginning of the third phase in the history of P.L. 480 Programs in Bangladesh. The first phase (1970/71 to 1974/75) involved the provision of wheat, mainly for emergency relief purposes to avert famine. The second (1974/75 - 1980/81) also involved the provision of foodgrain to augment domestic supply, but the emphasis shifted to development programs to promote domestic foodgrain production and to contribute to the creation of a foodgrain security system. Major achievements during the second phase included the establishment of a foodgrain security system including a procurement program to support prices and acquire commodity for reserves, an open market sales mechanism to release commodity to dampen seasonal price upswings, and expanded foodgrain storage facilities. Foodgrain production has increased and is expected to continue to do so with actual production in future years varying with weather. Therefore, as Bangladesh moves toward foodgrain self-sufficiency the need for foodgrain shipments will gradually diminish. The Sixth Amendment to the first Title III Agreement began to take this change into account through the provision of some soybean/cottonseed oil instead of shipping all wheat as had been the case in the past. This, the second Title III Agreement, is designed with commodity flexibility as a major program characteristic from the outset.

With the inclusion of cotton in the program, the theme of expanded private sector involvement which has been characteristic of the Title III Program in foodgrains and vegetable oil is carried into the cotton spinning industry. At present, the cotton spinning industry is entirely in the public sector and suffers from inefficiency and underutilization of capacity. In this Title III Program, the BDG agrees to create a policy environment in which a private spinning industry can take root and develop.

Item III. Program Description:

The P.L. 480 Title III Food for Development Program has seven distinct components: (a) maintenance of incentive prices to farmers, and other self-help measures to accelerate agricultural development; (b) implementation of an OMS program with paddy, rice and wheat to moderate consumer price increases; (c) the improvement of overall food security by the holding and proper management of adequate foodgrain reserves; (d) phase out of major elements of the Public Food Distribution System by the time foodgrain

self-sufficiency is achieved; (e) the development of a private spinning industry; (f) wholesaling and retailing soybean/cottonseed oil through the private sector; and (g) the utilization of Title III proceeds for agreed development projects.

In FY 1982 the program will provide commodities with a total export market value of $55.0 million, with $26.1 million designated for the purchase of wheat; $13.3 million for vegetable oil; $6.4 million for rice; and $9.2 million for cotton. At most recent price estimates, these funds are expected to purchase approximately 175,000 MT of wheat, 30,000 MT of vegetable oil, 23,000 MT of rice and 28,300 bales of cotton. However, price changes by the time of purchase may result in greater or lesser amounts being supplied. The wheat provided under this Agreement may be used for reserves, modified rationing, or OMS. The rice provided under this Agreement may only be used for OMS. The vegetable oil will be refined by both public and private mills and will all be wholesaled and retailed in the private sector. The cotton will be distributed to mills by the Bangladesh Textile Mills Corporation (BTMC) as needed. Any private sector mills that open during the time this Agreement is in force will be provided with a proportional share of cotton.

A. Incentive Price to Farmers:

The primary objective in the establishment of procurement prices and their implementation is the provision of incentives to farmers to produce more through the adoption of high yield varieties and associated technology. Foodgrain production will be encouraged by the establishment and announcement of procurement prices for each major foodgrain crop well in advance of the planting seasons (July 1 in the case of aman and November 1 in the case of boro and wheat). The agreed procurement price will be maintained throughout the season and all grain of suitable quality available will be procured regardless of lot size. Full and adequate use should be made of private intermediaries particularly, to increase procurement of rice, paddy and wheat from small farmers and remote areas that would otherwise not be served. The BDG Medium-Term Foodgrain Production Plan of February 1981 identified three means to improve foodgrain procurement. This Agreement requires these actions to carry out the program. They are:

1. Construct feeder and access roads connecting villages, market places and procurement centers.

2. Increase Government grain storage capacity, provide procurement fund allocations, and improve organizational efficiency, so as to remove existing constraints on timely foodgrain procurement from farmers by the public sector agencies.

3. Expand private grain trading by liberalizing the anti-hoarding legislation, improve traders' access to credit and supply better market information to farmers, consumers and traders.

B. Open Market Sales Program:

The major emphasis of the OMS program is to make wheat, rice and paddy available at reasonable prices throughout the country at times of unusually high market prices for foodgrains. OMS sales are expected to be triggered both by major interruptions in the long-term supply trends and seasonal price variations. By the time foodgrain self-sufficiency is achieved, OMS will have replaced the ration system as the principal means of public food distribution.

1. The OMS price structure: There are basically three aspects to the OMS price mechanism - initial prices, the adjustment mechanism, and minimum prices.

a. Initial Prices: An initial OMS rice price will be set approximately fifteen (15) percent above the rice procurement price of 190 taka per maund (with transportation bonus), except for the statutory rationing (SR) areas where the difference will be about twenty (20) percent. With OMS rice retailing about ten (10) taka above the OMS price, the aim will be to constrain the seasonal movement of coarse rice prices within a range of twenty (20) to twenty-five (25) percent of the procurement price. OMS paddy and wheat prices would be set at their appropriate ratios to the coarse rice price. For wheat, this is about 0.60; for paddy, 0.65 less a milling margin. The initial prices are:

Commodity	Procurement Price	OMS Price Basic	OMS Price SR Areas
Rice	190	220	230
Wheat	124	132	138
Paddy	124	137	144

b. Adjustment Mechanism: OMS rice, wheat and paddy will move at their established prices whenever market conditions warrant. Changes in OMS prices will be dictated by the movement of coarse rice prices only. Prices will be adjusted on a sub-division basis according to a price schedule promulgated by the Food Ministry in Dacca. The basic principles underlying the price schedule will be that (1) OMS prices will be adjusted, upward or downward, whenever the sub-divisional average coarse rice price has moved ten (10) percent from its level at the last previous change in prices; (2) the amount of the change in OMS price will be one-half the percentage change in the coarse rice price itself (i.e., if the sub-divisional average coarse rice price reached 241, the rice OMS price would move to 230), wheat and paddy OMS prices will move so as to maintain the

initial wheat, rice and paddy : rice ratios discussed above; and (3) OMS prices in SR areas will always be five (5) percent higher than OMS prices elsewhere.

c. Minimum Prices: In no event will the rice OMS price be less than fifteen (15) percent above the rice procurement price (including transportation bonus), nor will the wheat OMS price be less than five (5) taka above the wheat procurement price. (Since paddy procurement prices can be presumed to move in tandem with rice procurement prices, no similar provision is required with respect to the paddy OMS price.)

2. If operating experience with the OMS program proves it necessary, the BDG and USG may use implementation letters to agree on changes in the OMS price setting mechanisms and percentages indicated above.

3. The BDG will provide sufficient commodities to all areas to satisfy all dealers (licensed or unlicensed) wishing to lift OMS wheat, rice, or paddy. Sales will be in any quantity with a lot size of 10 to 200 maunds except that unlicensed dealers may be limited to 150 maunds (about one 5-ton truck load). The foodgrain dealers will be free to resell their OMS rice, wheat or paddy in any quantity, at any price, to any buyer in any location.

4. All the wheat covered by this Agreement may be used for open market sales. If foodgrain stocks fall below 500,000 tons, the BDG may suspend open market sales, postponing the use of commodities provided for open market sales under this Agreement until a later time.

5. Recognizing that open market sales of rice and paddy can have a greater impact than open market sales of wheat on rising prices, the BDG will include rice and paddy in the open market sales program. For paddy OMS sales, the BDG will be allowed to use wheat provided under this Agreement on a ton for ton basis for flour millers. For rice sales, every two tons of OMS rice sold will allow the BDG to utilize three tons of wheat provided under this Agreement for the Government distribution categories designated as flour millers. The BDG will deposit in the Special Account the full CCC value of any wheat supplied under this Agreement that is exchanged for rice or paddy and used in OMS. These ratios may be reviewed if relative prices of wheat, paddy and rice change.

6. The BDG will advertise locally the official OMS wholesale price through the public media. In addition, the OMS price will be posted at the point of sale in the foodgrain warehouse (godown).

C. Reserves:

The allowable uses of Title III wheat include its use for foodgrain reserves. Eligibility for offset credit for Title III wheat

used for foodgrain reserves is based on the maintenance of adequate total foodgrain reserves and on conduct of OMS as required in Section B above. Eligibility will be determined on individual shipments and will be based on benchmark total foodgrain stock levels during the year following shipments. The benchmark stock levels for all foodgrains are 1.1 million tons on July 1 and 0.9 million tons on November 1. One year after the arrival of each year's shipments in Bangladesh, the BDG may seek commodity use offset, in the equivalent dollar value of the financing of the Title III commodities held in reserve for the required one year period, provided that the total foodgrain levels were maintained. The local currency proceeds from any sales of Title III commodities sold from foodgrain reserves through the OMS or MR system shall be deposited into the Special Account and disbursed for the FFD purposes in Item III H. The dollar equivalent value of such disbursements shall be applied as of date of disbursement to payment obligations of the BDG under this FY 82 Agreement unless the BDG elects to apply the excess disbursements against Title I debt as provided for in Annex A, Item III A.

In its request for commodity use offset related to the use of wheat shipments in foodgrain reserves, the BDG will report arrival date of shipment, the stock levels on the following July 1 and November 1 and the use of OMS during the one year period following the arrival of FY 82 shipments. Upon receipt of the above report and confirmation by USG, the BDG's dollar repayment obligation under the Title III Agreement will be reduced by the dollar sales value of that shipment. Commodities delivered that have received commodity use offset for being held in foodgrain reserves for the agreed upon time may only be used for the Food for Work Program.

D. Reserve Stock Management:

A new problem that has arisen over the past year of relatively high foodgrain stock levels has been deterioration of a portion of the stock longest in storage. The BDG has experimented with a variety of measures to rotate stocks with a low remaining shelf life, but none of them has proven entirely satisfactory. Under this Agreement, the BDG agrees to study the problem with the aim of identifying suitable measures for disposing of short shelf life stocks. The BDG will submit a report on the subject, with appropriate recommendations by December 1, 1982.

E. Reduction of the Public Food Distribution System:

1. By providing adequate supplies of wheat, rice and paddy at reasonable prices through the Open Market Sales Program, the needs of the majority of the people can be met through normal market operations. The remainder of the Public Food Distribution System should be increasingly directed towards those with the greatest need who cannot afford market prices. When foodgrain self-sufficiency is reached, the only categories remaining--other than OMS--will be Food for Work, Vulnerable Group Feeding,

Gratuitous Relief, and Modified Rationing for those persons in Category A, i.e., those whose incomes are so low they pay no tax whatsoever to the BDG.

2. The BDG's policies for the reduction of the ration system were outlined in the August 4, 1980 Food Security Plan. The ration system will be reduced by making it gradually less attractive by the end of the Second Five Year Plan period. Measures identified include: (a) the gradual upward adjustment of the ration price with the free market price; (b) reduction in the rice portion of the ration and the eventual withdrawal of rice from the ration system; (c) reduction in the ration quota for individual cardholders. This Agreement requires the implementation of these steps: first to reduce the subsidy element in the ration system, and second to eliminate major portions of the ration system itself.

3. In support of BDG efforts to phase down the ration system and phase rice out of the ration system, and to generate local proceeds to support agricultural development, all 175,000 tons of wheat provided under this Agreement may be allocated to the modified ration system only after actions in Item III E 2 have been implemented by the BDG.

F. The Use of Cotton and the Development of a Private Cotton Spinning Industry:

1. Cotton has been included in the commodity mix because of its potential impact on rural development. While the cotton spinning industry is publicly owned and urban based, the real impact of supplying cotton will be in the rural areas. This is because the cotton will be spun into yarn which is distributed to handloom owners. The handloom sector is privately owned, small scale, rural based and labor intensive. It provides full and part-time employment to approximately one million persons, most of whom are women. This employment is of people and in areas where few if any alternatives exist, and therefore, is of critical importance. The handloom sector suffers from chronic shortage of yarn that limits jobs and availability of cloth. Thus, there is a direct rural development impact from providing cotton under the Title III Program.

2. The sales proceeds generated by the cotton to be provided under this Agreement will be deposited in the Special Account. The BDG will stimulate the development of a self-sustaining private cotton spinning industry. As an initial step toward the goal, the BDG will eliminate the 12,500 spindle limitation applicable to new spinning mills. Since mills of 12,500 spindles (or less) have proven to be uneconomical, the restriction has served as an effective barrier to private investment in the industry. In recognition of the fact that much more than spindle limitations is involved in encouraging private sector investment, the BDG will identify other constraining factors (such as tax structures, license application procedures, import licenses, etc.) and act to adjust them so as to create an investment climate favorable to the development of private sector spinning capacity.

3. When private spinning mills become operational, the BDG will allocate them cotton imported under Government programs on a proportional basis.

G. The Use of Soybean/Cottonseed Oil for Private Marketing:

1. Soybean/cottonseed oil must be wholesaled and retailed through the private sector and not the ration system, nor will offtakes of vegetable oil in the ration system be otherwise increased during the course of the Agreement. Local proceeds generated by the sale of soybean/cottonseed oil will be deposited in the Special Account and disbursed for mutually agreed development activities.

2. The BDG, with support from the USG if requested, will conduct an indepth review and analysis of its import duty, excise tax and related policies to determine their impact on vegetable oil imports, local refining, etc. and make recommendations on how they should be adjusted to encourage local industry.

H. Use of Title III Sales Proceeds:

1. The proceeds from the sale of Title III commodities will be segregated from general revenue receipts by the BDG, and deposited in the Special Account. Title III commodities for this purpose will include local proceeds from the soybean/cottonseed oil, cotton, and wheat shipped under Title III. In addition, the BDG will deposit local currency in an amount equivalent to any difference between local proceeds realized from sales of all commodities and the CCC value of the commodities provided under this Agreement in accordance with Annex A, Item III.

2. The BDG will disburse the local currency deposited in the Special Account only for those projects from the Medium-Term Foodgrain Production Plan identified below or for rural development projects mutually agreed to by means of an exchange of implementation letters.

The list of development programs/projects includes:

a. Specific Medium-Term Foodgrain Production Plan Projects already approved by the BDG:

No.	Name of the Project	Local Currency in Million Taka
1.	Manu River Project	286.50
2.	Karnafuli Irrigation and Flood Control	291.00
3.	Barisal Irrigation (Phase II)	162.00
4.	Muhuri Irrigation	400.00
5.	Shallow Tubewell Irrigation (IDA)	181.50
6.	Intensive Agricultural Production Program for North-West Region of Bangladesh	2,431.73
7.	Supply of Low Lift Pumps under Canal Digging Program Through Voluntary Mass Participation	73.80
8.	Ashuganja Sabuj Prokalpa	8.20
9.	Low Lift Pump Irrigation	1,095.60
10.	Low Lift Pump (IDA)	244.90
11.	Deep Tubewell Irrigation	3,086.40
12.	Shallow Tubewell Irrigation (all over Bangladesh)	1,095.60
13.	Command Area Development	2,700.00
14.	Establishment of Workshops in Private Sector	103.75
15.	Conservation and Development of Surface Water	1,052.60
16.	Support to Locally Developed Small Pumps and other Agricultural Implements	10.00
17.	Foodgrain Warehouse Construction	700.00

b. Other projects in which the USG and BDG have special interest such as agricultural research and credit for agricultural inputs may be added by implementation letters at a later date.

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3. The USG will certify forgiveness after the BDG has provided documentation called for in Item III B of Annex A. This documentation can be submitted at any time to the USG through the U.S. Embassy, but not less than quarterly as part of the local currency report called for in Item III B of Annex A. Loan forgiveness will not be certified for proceeds from commodities for which forgiveness has already been received. Upon receipt of the above certified reports and upon confirmation by the USG, the BDG's dollar repayment obligation under the Title III Agreement will be reduced in accordance with Item III A of Annex A.

Item IV. Evaluation:

A. The BDG and the USG will jointly evaluate the program annually in accordance with Annex A Item III G. The comprehensive report (Annex A Item II A) which is due on October 1 of each year will provide a written analysis of progress toward the achievement of program goals and will be a reference point for annual evaluation. The evaluation shall cover all aspects of the Food for Development Program. BDG performance will be measured in each of the Title III program areas listed below. The review may also cover any other factors related to or having a bearing on the Food for Development Program. The evaluation will be forwarded to Washington no later than November 1.

The Food and Fertilizer Planning and Monitoring Secretariat should begin to develop baseline data on cost of inputs, prices, profit margins, etc., to facilitate development of the last evaluation and each annual evaluation.

Annual evaluations will take place until such time as all the commodities provided have been utilized and all local proceeds generated through the sale of Title III commodities fully disbursed. The last evaluation after program completion will be a more detailed final evaluation which will review the overall success of the program and also the Title III program mechanism as a means of achieving the stated program goals.

B. The following benchmark areas will be included as part of the annual and final evaluation to determine progress made in implementing the provisions of the Agreement.

1. There will be a statistical review of program performance. This report will show shipments by U.S. fiscal year in metric tons and dollars. This section of the evaluation report will include data on the dollar equivalent taka generations, by category of recipient, i.e., OMS, PFDS by category and reserves. The status of the Special Account will show annual deposits, disbursements, and the current balance. Finally, the BDG will provide detailed reports of the tonnage and value of commodity used for maintaining reserves and for which the BDG received commodity use offset.

2. The evaluation will address BDG progress in the implementation of the Medium-Term Foodgrain Production Plan; address how the Title III Program complements and provides additional resources for that Plan; include a review of research and extension activities and their relation to the Plan and the Title III Programs. Another area of concern is BDG impact on private sector involvement in the grain trade - i.e., what BDG actions were taken and what were their effects, was additional credit made available to foster greater private sector involvement in the grain trade, etc.

3. There will be an evaluation of soybean/cottonseed oil sales through the private sector, to include the timing and amount of shipments, time required for refining and/or distribution, and amounts and timing of sales. Market prices before and after sales will be reviewed to determine the impact of these sales on the vegetable oil market. The total local proceeds realized from the sales will be compared with the CCC value of the commodity. The amount of vegetable oil used in the ration system will also be reviewed. Steps taken to encourage the local vegetable oil refining industry also will be reviewed.

4. The implementation of the commodity use offset provision for maintaining reserves will be reviewed in detail. BDG performance in a good supply situation includes building stocks and holding reserves. Benchmark stock levels on July 1 and November 1 will be reviewed to indicate whether reserves are being acquired and held at needed levels. The performance of the OMS program will be reviewed to see that it was properly operated at all times that stock levels exceeded 500,000 tons.

5. The implementation of the OMS program will be reviewed to see if it functioned well in moderating price increases. Was OMS undertaken when circumstances required it in accordance with the provisions of this Agreement? Were OMS prices set and maintained through periodic adjustments at an appropriate level? Were sufficient commodities provided to all areas where prices were such as to warrant OMS? Was retail OMS undertaken by dealers without BDG restrictions on prices, quantities, location of sale, or the eligibility of buyers? What proportion of the total area did not receive OMS commodities and why?

6. The BDG program to assure incentive prices to farmers through the domestic procurement program will be reviewed. Did the BDG announce procurement prices for each major foodgrain crop before the planting seasons? Was the procurement price set at a level that covered all input costs plus a margin of profit sufficient to encourage investment in high yield variety technology? Did the BDG continue procurement operations whenever farmgate prices were below the procurement prices? Was there full and adequate use of private intermediaries? Did the BDG continue to construct foodgrain storage facilities? In short, was the foodgrain procurement program effectively administered in order to maintain incentive

prices? For each of the above questions, describe economic, institutional and external factors supporting a negative or positive response. Where prices are evaluated, provide real and nominal price data by location. Also describe why certain areas did not maintain procurement prices.

7. Steps taken to phase down the Public Food Distribution System will be reviewed. Was the ration system increasingly directed towards those with the greatest need? Were prices gradually moved upward so that the subsidy element was reduced? Was the rice portion of the ration reduced? Was the total ration quota for individual cardholders reduced? How do this year's ration offtakes compare to previous years in which there was a similar foodgrain supply situation? Was the OMS program, rather than increased ration offtakes, the principal source of reasonably priced grains in times of rising prices? Were MR sales restricted to Category A cardholders? Include data on real and nominal prices and describe the net effect of increases in ration prices on each PFDS category.

8. The activities and performance of the Food and Fertilizer Planning and Monitoring Secretariat in developing and implementing food policy will be evaluated. Evaluate size of staff, qualifications, status, part, full-time, extent of turnover, major products to date and planned activities related to Title III objectives and policy actions.

9. Use of the proceeds generated from the sale of Title III commodities will be reviewed. Total proceeds generated will be compared to the amount disbursed for approved development projects. Any constraints in the disbursement process and certification of those disbursements to the projects and the goals stated in the Medium-Term Foodgrain Production Plan will be described. The extent to which Title III project disbursement may have contributed to the achievement of these goals will be reviewed. Performance of the individual development projects funded by this Agreement will be evaluated.

10. The development of the private cotton spinning industry will be reviewed. Did the BDG implement policies to foster private sector investment in this industry? Describe new or modified policies impacting on the cotton spinning industry and dates when new policy initiatives were implemented. How many private spinning mills were under construction? Was the 12,500 spindle limitation eliminated? Are private spinning mills under construction, or in operation?

C. To assist in management and evaluation of the program the BDG agrees to make available to the USG: (1) daily coarse rice, wheat and paddy prices; (2) timely forecasts and estimates of domestic foodgrain production for all major foodgrain crops; (3) support and utilization estimates on its foodgrain stock position (e.g., opening stocks, arrivals, offtakes, procurement and closing stocks); and (4) forecasts of future foodgrain stock positions under various agricultural conditions.

AGREED MINUTES OF THE NEGOTIATIONS
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA (USG)
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH (BDG)
FOR A PUBLIC LAW 480, FOOD FOR DEVELOPMENT PROGRAM (TITLE III)

1. Commodity Composition:

An important aspect of this Agreement is the concept of commodity flexibility. That is, subject to U.S. availability, the USG will provide those commodities most needed by Bangladesh. For FY 1982, the proposed commodity composition, as shown in Part II, Item I provides a total of $55.0 million with a breakdown of $26.1 million for the purchase of wheat, $13.3 million for vegetable oil, $6.4 million for rice and $9.2 million for cotton. This will enable the BDG to purchase approximately 175,000 MT of wheat, 30,000 MT of vegetable oil, 23,000 MT of rice and 28,300 bales of cotton. However, the dollar value of the Agreement is identified as the maximum export value and will control the size of actual purchases. The BDG representatives were informed that in case unit prices become higher than those projected in the Agreement purchases will be limited to the dollar value specified in the Agreement.

Rice is being proposed because of the excess supplies of U.S. rice, the short supply of rice in Bangladesh, and because rice is the preferred foodgrain. It was indicated to the BDG that we have been able to offer additional foodgrains even though our budget is quite limited. With regard to the edible vegetable oil, we are not designating whether crude or refined. USDA recommends that if at all possible, two shipments of 15,000 MT crude edible vegetable oil be used because of the possible difficulties in arranging the shipment of the U.S. flag portion. In any case the total amount should be covered under one purchase authorization. Should the BDG choose to buy some refined edible vegetable oil, the funds allocated would probably not purchase the full 30,000 MT.

2. Commodity Deliveries:

Supply periods under this Agreement are based on U.S. fiscal years. For the FY 1982 tranche the supply period is U.S. FY 1982. All commodity deliveries into vessels at U.S. ports must be completed by September 30, 1982.

3. Payment Terms:

Payment terms for this Agreement are the same as in the previous year's Agreement. The payment terms as detailed in Part II, Item II are 40 years with the grace period of ten (10) years and interest rates of 2 percent during the grace period and 3 percent thereafter.

4. Usual Marketing Requirements:

As detailed in Part II, Item III, the UMR's for wheat and vegetable oil have been set at zero due to Bangladesh's overall economic and financial situation. However, for cotton a UMR of 100,000 bales has been established for FY 1982. The imposition of a UMR for cotton continues past practice under Title I Agreements.

5. Export Limitations:

The export limitations under Part II, Item IV includes those of past agreements and has been expanded to include upland cotton, except Comilla variety, and cotton textiles (including yarn and waste), and rice in the form of paddy, brown or milled.

6. Self-Help Measures and Use of Sales Proceeds:

A. Section 119 (A) of P.L. 480 requires that, before entering into agreements for the sale of commodities, consideration be given to the extent to which the recipient country is undertaking self-help measures to increase per capita production and improve the means for storage and distribution of agricultural commodities. In addition, it is required that particular account is taken to determine the extent to which the measures are being carried out in ways designed to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. Section 106 (B) provides that in negotiating agreements, emphasis shall be placed on the use of such proceeds for purposes which directly improve the lives of the poorest of the recipient countries' people and their capacity to participate in the development of their country. Greatest emphasis is required to be placed on the use of such proceeds to carry out programs of agricultural development, rural development, nutrition and population planning in accordance with Section 109 of P.L. 480 and which programs are likely to achieve the policy objectives of Sections 103 and 104, of the Foreign Assistance Act of 1961 as amended.[1]

C. In addition, it was noted that the recently passed farm bill contained language amending P.L. 480. The amendment adds at the end of Section 109 a new subsection as follows:

"D. (1) In each agreement entered into under this Title and in each amendment to such an agreement, the economic development and self-help measures which the recipient country agrees to undertake shall be described (a) to the maximum extent feasible, in specific and measurable terms, and (b) in a manner which ensures that the needy people in the recipient country will be the major beneficiaries of the self-help measures pursuant to each agreement.

[1] 87 Stat. 715; 22 U.S.C. § 2151a.

"(2) The President shall, to the maximum extent feasible, take appropriate steps to assure that, in each agreement entered into under this Title and in each amendment to such an agreement, the self-help measures agreed to are additional to the measures that the recipient country otherwise would have undertaken irrespective of that agreement or amendment.

"(3) The President shall take all appropriate steps to determine whether the economic development and self-help provisions of each agreement entered into under this Title, and of each amendment to such an agreement, are being fully carried out."

D. The USG feels that the specific and measurable aspect of the self-help measures is adequately outlined in Annex B Item IV.

E. Part II, Item V specifies the self-help measures to be carried out by the recipient country utilizing the local currencies accruing to the recipient country from the sale of agricultural commodities financed under the Agreement.

7. Responsibilities of the USG:

As the Importing Country makes disbursements from the Special Account or commodities are used that are deemed to be disbursements as described in paragraph 9 C of the Agreed Minutes and in Annex A, the USG will apply the dollar equivalent of such disbursements to the earliest payments of interest and then of principal and interest payable under this Agreement. To the extent that disbursements exceed earliest installments, interest will be credited to the Government of the Importing Country at the same rate as that charged in the Agreement. However, the Government of the Importing Country may elect to apply the dollar equivalent of those disbursements in any fiscal year in excess of the annual repayment obligation for that fiscal year to other P.L. 480 indebtedness payable in the same fiscal year.

8. Responsibilities of the Importing Country:

A. The obligation to maintain records of deposits to and disbursements from the Special Account, and the need to maintain sufficiently detailed records of disbursements to provide an audit trail, were further explained to the BDG representatives. It was noted that Annex A requires that records be maintained for not less than 3 years after completion of the full program outlined in Annex B. It was also noted that in the past questions have been raised by the Office of the Inspector General of USDA concerning the operation of the Special Account and the adequacy of the audit trail. It was emphasized that these records be kept up to date and available for review by the USG upon request.

B. The comprehensive report required in Item II A in Annex A was highlighted to the BDG representatives. The report described will substitute for the annual self-help report which would otherwise be required by Article III C, Part I, of this Agreement. Should part or all of the local currency proceeds be used for the self-help measures, then the BDG would be required to provide a self-help report under this Agreement as part of the comprehensive report.

9. Credit for Title I Indebtedness:

A. The Credit for Title I indebtedness is secured through specified uses of the commodity for development purposes and through operation of the Special Account. The dollar value of commodities which have been used pursuant with Section 305 (C) of P.L. 480 and in accordance with the provisions of Annex B will be deemed to be disbursements and can be used to obtain credit for Title I indebtedness.

B. Deposits to the Special Account shall be the local currency equivalent to the dollars disbursed by CCC/USDA under the Agreement (other than ocean freight differential). However, since this Agreement provides for credit offset for wheat held in the reserve for one year, total deposits to the Special Account will be reduced by the value of any wheat so held. That wheat may then be used for the Food for Work Program. If it is used otherwise or sold its value must be deposited in the Special Account, however, it will not earn currency use offset. The BDG is required to give the USG written assurances (which will be attached to the documentation forwarded to Washington for publication) that funds deposited to the Special Account do not come from its development budget or from other funds provided by the U.S., third countries or international organizations.

C. The BDG representatives were advised that, as disbursements are made from the Special Account or commodities used that are deemed to be disbursements, detailed records of amounts and purposes of those disbursements must be maintained (see Item II A 2 of Annex A). The Importing Country is required to submit quarterly reports to the American Embassy on its disbursements. The Embassy, in turn will report these disbursements to CCC/USDA, Washington, together with a certification by the Ambassador or her designee that the disbursements reported were made for agreed upon development uses.

D. It was pointed out to the BDG representatives that under the terms of Annex A, not less than 60 days before the first Title I installment would otherwise fall due under this Agreement, CCC will furnish the BDG a repayment schedule as well as a schedule showing application of any disbursements to amounts due under the Title I indebtedness.

E. With regard to disbursements from the Special Account, USG

representatives emphasized to the BDG representatives that Title I indebtedness will be offset as disbursements are made to specific projects, in accordance with an approved project application to be agreed upon between the BDG and the U.S. Embassy or in accordance with the provision of Item IV of Annex B. Such procedure, should call for periodic reporting (for example monthly or quarterly) on releases from the Special Account to the project based on expenditures for agreed purposes during the reporting period. It will be the Embassy's responsibility to verify that disbursements were in fact made for eligible development uses, and to so certify to CCC/USDA. If the Embassy finds that any disbursements were made for ineligible uses, it shall follow the notification and consultation procedure outlined in Item III D of Annex A. If after consultation, it is determined that disbursements were made for ineligible purposes, the Embassy should consult Washington as to whether to exercise the option to require restoration to the Special Account of amounts disbursed. The BDG representatives were advised that American Embassy/USG personnel will regularly inspect activities supported under the FFD Program (as described in Annex B) and records, in accordance with Item III D and E of Annex A.

F. During negotiations, it was made clear to the BDG that the election to apply disbursements from the Special Account, or commodity use that is deemed to be disbursements to Title I debts from other agreements coming due in the same fiscal year, prevents the BDG from taking advantage of that provision of the law which permits full forgiveness of the Title I/III debt under an FFD Program. In other words, the election of the BDG to take advantage of the Title III forgiveness of other Title I debt will make the full forgiveness provision of Section 305 (A) of P.L. 480 inapplicable. Therefore, if the BDG elects to utilize this provision, it will receive forgiveness of the Title I debt in an amount equivalent to the dollar value, as of the date of disbursement, of each individual disbursement of local currency from the Special Account of or verified commodity use deemed to be disbursed. USG representatives explained that the BDG has until the end of the U.S. fiscal year to make sufficient disbursements to cover other Title I debt that is due during that fiscal year. Should those disbursements be insufficient, those payments will need to be paid along with any additional interest accrued from the date due. USG representatives also explained to the BDG that prior notification to the CCC/USDA is required for each payment of other Title I debt due for which currency use offset is to be applied.

10. Annual Evaluation and Review:

The timing and content of the annual evaluation and review required under this Agreement, were discussed and a clear understanding on evaluation was reached. Annex A Item II A requires a comprehensive report be furnished by the BDG to the USG by October 1. Annex A Item III G requires a meeting between the two Governments to review progress under

the FFD Program. Annex B Item IV requires a joint evaluation of the program.

Under these requirements the BDG will prepare a comprehensive report as described in Annex A Item II and Annex B Item IV and submit it to the Mission in Dacca by October 1. This comprehensive report will provide the reference point for the joint evaluation described in Annex B Item IV. When completed the comprehensive report and evaluation will be reviewed by the two Governments (Annex A Item III G) and forwarded to Washington with comments and recommendations no later than November 1.

It is important that this time frame be met in order to secure timely approval of the subsequent annual amendments and the early shipment of commodities. Washington should be kept advised of the progress on the comprehensive report, evaluation and review and notified if the time frame cannot be met.

During discussions it was indicated to the BDG representatives that the USG is willing to provide assistance in preparing the comprehensive report and evaluation if required. The assistance will be requested well in advance if needed.

11. Additionality:

During negotiations, USG representatives explained to appropriate BDG officials the requirements covered under Section 303 (C) of P.L. 480 as follows: "Assistance is intended to complement, but not replace assistance authorized by the FAA of 1961, as amended, or any other program of bilateral or multilateral assistance, or under the development program of the country desiring to initiate a Food for Development Program." The legislative history suggests that the Congress clearly meant by this language for the FFD Program to be "additional to the development efforts that would otherwise have been undertaken and not just supplemental to, or integrated with, such efforts. It must be shown that the FFD resources, in fact, result in a net gain in development effort in the country." It was pointed out that the U.S. views the program of open market sales of rice and wheat and the holding of reserves adequate to facilitate these sales as such an additional development activity, and emphasized again the importance of adequate implementation of this aspect of the program.

12. During negotiations it was noted that the BDG did not announce procurement prices for the FY 82 aman crop in advance of the planting season as required by the current Title III Agreement. While the USG commends the recently announced increases in the procurement prices for the FY 82 boro and wheat crops they were lower than the prices many consider adequate as an incentive for farmers to invest in HYV technology. While the BDG has primary responsibility for the analysis to determine appropriate

procurement prices, announcement of those prices should be made following consultation with the USG. It was indicated to the BDG that the announcement should be made in advance of the planting season for the major crops, specifically not later than July 1 in the case of aman and December 1 in the case of boro and wheat. It was emphasized to BDG that the USG places great importance on the timely announcement of procurement prices that will act as an incentive. BDG performance in this area could affect the future funding levels of the program.

13. Credit towards previous Title I repayment obligations may be earned through the reserve mechanism described in Annex B. After commodity use offset is granted, the commodity may be disposed of through the Food for Work Program, which does not generate any currencies. If the BDG, because of market conditions, wishes to use the same wheat for OMS or some other sales program instead of Food for Work and if the USG grants approval, then the local proceeds must be deposited in the Special Account and programmed. No additional credit for repayment obligations will be awarded.

14. Recognizing that open market sales of rice and paddy can have a greater impact on rising rice prices than can open market sales of wheat, the BDG will include rice and paddy in the Open Market Sales Program. All rice provided under this Agreement will be used for open market sales distribution. In addition, for OMS rice and paddy sales from BDG stocks, the BDG will be allowed to utilize wheat provided under this Agreement for the established BDG distribution categories designated as "flour mills". For paddy OMS sales, the BDG will be allowed to use wheat provided under this Agreement on a ton for ton basis, and for rice OMS sales, every two tons of OMS rice sold from BDG stocks will allow the use of three tons of wheat. The BDG will deposit in the Special Account the full CCC value of any wheat supplied under this Agreement that is exchanged for rice or paddy and is used in OMS.

15. The USG representatives discussed with the BDG the progress the OMS Program has made since the issuance of new regulations in September 1981 that allowed for the inclusion of rice and adjustments in OMS prices. Also discussed with the BDG were the remaining restrictions such as the prohibition on resale of OMS commodities to other than final consumer and the low limitation on the amount of grain that unlicensed dealers can buy.

16. Since it is impossible to determine the amount of local currency that will be made available for disbursement, detailed descriptions of projects/sectors to be supported with FFD proceeds will not be included in this Agreement. Therefore, when the BDG submits project/sector proposals they should include the following: brief description of the project/sector, including purpose, location (as appropriate), beneficiaries and expected output; financial plan, including major cost components and schedule of disbursements; and other appropriate benchmarks. It should

also address the additional development derived from the use of this Title III local currency. Sufficient detail should be made to allow for an evaluation of accomplishments. Projects to be supported under the Medium-Term Foodgrain Production Plan will be agreed upon by implementation letters. Copies of project summaries and implementation letters are to be forwarded to Washington.

17. The USG representatives discussed with BDG the need for a study and recommendations on the problem of foodgrain stock rotation. This discussion clarified who will do the study, when it will be done, the terms of reference.

18. The USG representatives discussed with the BDG those factors beyond the spindle limitation that serve to constrain private investment in the cotton spinning sector and what actions will be taken to remove these constraints. The BDG representatives provided assurances that when private spinning mills become operational they will be supplied raw cotton from imports under Government programs on a proportional basis or be allocated foreign exchange with which to make purchases.

19. USG representatives discussed with BDG the need for an in-depth study on the local vegetable oil receiving, storage, processing and marketing situation. The study will include effects of import duties, excise taxes and related policies and will make recommendations on how the local industry can be encouraged. The discussion led to agreement on the terms of reference for the study, who will do it and when it will be done.

20. This Agreement calls for an evaluation during October 1982. Since this Agreement will have been in effect for less than a year, the USG will require only a preliminary evaluation of actions/progress under this Agreement. The USG representatives discussed with BDG the timing and terms of reference for a comprehensive and in-depth evaluation of the first Title III FFD program that covered FY 78-81. It will review and evaluate all aspects of that program from inception in FY 1978 to October 1, 1982.

21. Operational Considerations:

A. Purchase Authorizations (PA's). As a general rule, Purchase Authorizations will not be issued until the USDA has received an operational reporting cable. Early submission of an operational reporting cable can expedite PA issuance. It is essential that the information in the operational reporting cable be developed in consultation with BDG and prior to completion of negotiations, so that the cable may be dispatched not later than the signing of the Agreement. The operational reporting cable will contain the following information:

(1) Type and grade of commodity(ies) to be purchased in accordance with official U.S. standards.

(2) Proposed contracting and delivery schedules and latest feasible terminal delivery date. (Note that "delivery" means delivery of commodity to vessels at U.S. ports.)

(3) Embassy concurrence and comment on the proposed delivery schedule and the latest feasible terminal delivery date (regardless of proposed delivery schedule). Concurrence must be based on assessment of Importing Country's capability to receive, store and distribute the commodity(ies) and prevent spoilage or waste if commodity(ies) delivered:

(a) Within proposed delivery schedule and

(b) By latest feasible terminal delivery date. Latest feasible terminal delivery date is necessary to expedite purchase authorization amendments in case it becomes impossible to meet desired delivery schedule due to vessel delays and other unforeseen circumstances.

(4) Name and address of Bank in Importing Country and U.S. commercial bank through which letters of credit for commodity and ocean freight will be opened.

(5) Assurance that appropriate Bangladeshi authorities are prepared to make prompt transfers of funds to cover ocean freight costs on commodities purchased under the Agreement.

B. Bellmon Determination. Prior to financing agricultural commodities, the Secretary of Agriculture must determine that (1) adequate storage facilities are available in the recipient country at the time of exportation to prevent the spoilage or waste of the commodity and (2) the distribution of the commodity in the recipient country will not result in a substantial disincentive to or interference with domestic production or marketing in that country.

C. Instructions to BDG Embassy/Washington. During negotiations BDG assurance was also obtained that arrangements have been made by appropriate authorities to relay to BDG Embassy/Washington all instructions, information, and authority necessary to ensure timely implementation of Agreement, including: (1) information outlined in paragraphs A (1), (2), (4), and (5) above; (2) complete instructions regarding arrangements for purchasing commodities and contracting for freight (including appointment of purchasing and/or shipping agent if applicable); and (3) instructions to contact Programs Operations Division, Export Credits, Foreign Agricultural Service, USDA, telephone (202) 447-5780, for assistance in implementing the Agreement.

D. Regulatory/Legislative Requirement. During negotiations the BDG representatives were reminded that, under current regulatory and legislative requirements:

(1) Purchase of food commodities under the Agreement must be made on the basis of Invitations For Bids (IFB's) publicly advertised in the United States and on the basis of bids (offers) which shall conform to the IFB. Bids are to be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(2) Terms of all IFB's (including IFB's for ocean freight), must be approved by the General Sales Manager, FAS, USDA, prior to issuance.

(3) If the BDG nominates a purchasing or shipping agent to procure commodities or arrange ocean transportation under the Agreement, the BDG is required to notify the General Sales Manager, FAS, USDA, in writing, of such nomination and attach a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager, FAS, USDA in accordance with regulatory standards designed to eliminate certain potential conflicts of interest.

E. Letters of Credit.

(1) During negotiations BDG representatives provided assurances that appropriate measures will be taken to ensure that operable and irrevocable letters of credit for both commodities and freight will be issued as soon as possible after commodities are purchased and ocean freight booked.

(2) The USG representatives explained to BDG representatives that commodity and ocean freight suppliers may refuse to load vessels when acceptable letters of credit for commodities or ocean freight are not available at time of loading. This can result in costly claims by vessel owners (demurrage) and by commodity suppliers (carrying charges).

(3) The BDG must open letters of credit for 100 percent of ocean freight not later than 48 hours prior to vessel presentation for loading, providing for sight payment in U.S. dollars in favor of the ocean transportation supplier on the basis of tonnage and rates specified in the applicable charter party or booking note.

(4) The USG representatives reviewed with the BDG representatives Section 17.9 (M) of the Title I financing regulations concerning payment of the final 10 percent of ocean freight charges. It was pointed out that where the ocean freight contract provides for demurrage/despatch,

90 percent of the ocean freight must be paid promptly on arrival of cargo. The remaining 10 percent, less despatch if any, should be paid promptly to the carrier upon completion of the laytime statement. Claims against the carrier for damaged or lost cargo should be pursued through normal channels and not be deducted from the ocean freight.

F. Compliance and Reporting Requirements. Compliance and reporting are an essential part of the P.L. 480 Program. BDG representatives were reminded of their Government's responsibility for compliance with provisions of Article III D of Part I of the Agreement. The BDG representatives have a clear understanding of the compliance and reporting requirements and their importance. USG representatives stressed that submission of timely, accurate and substantive reports on compliance as well as shipping and arrival information (ADP sheets) will prevent delays in USG processing of requests and Purchase Authorizations.

G. Performance Bonds. The BDG representatives were advised during negotiations that, if the commodity IFB issued by the BDG requires a performance bond, the requirement must be fair to both buyer and seller. USDA is developing performance bond language which satisfies these concerns and which may be used in commodity IFB's. USDA will be available to coordinate implementation of the performance bond language with BDG purchasing officials in the U.S.

H. The USG representatives discussed with BDG the matter of improving the discharge, storage and handling of commodities at their ports. Bangladesh has a record of unsubstantiated losses and unsettled claims due to its inability to verify and document commodity loss or damage. The USG would like a report on the magnitude of this problem, its causes and what BDG/donor efforts are being taken to rectify it. If this review and report reveals the need, the USG would like to add in the next amendment a self-help measure that addresses the identification and implementation of procedures and facilities for accurately identifying and documenting commodity loss and damage; improve the efficiency of claims handling; reduce commodity loss and damage; and increase the efficiency of commodity discharge, handling and storage at the ports.

22. The BDG representatives expressed concern that several sections of the Agreement (Part I Article I H, Part III A, and Annex A Item IV A) provide for unilateral termination of the Agreement without mutual consultation. USG representatives assured the BDG representatives that program termination would be considered only after extensive mutual consultation. The joint annual evaluation of the program required by the Agreement is the instrument for review of program performance and continuation.

23. The BDG representatives indicated that Part I Article II E 2 was

not applicable to this Title III program. The USG representatives agreed that this provision and the other portions of the standard documents referring to procedures for currency use payments are not relevant to the Bangladesh Title III program. They are included because the Preamble, Parts I and III are standard documents which are included in all Title I and III Agreements, but can be ignored for purposes of this program.

24. The BDG representatives asked for clarification regarding clauses in Part I Article II H 2 and Article III G 1 and 2 having to do with the exchange rate at which dollar obligations are converted to local currency amounts. USG representatives assured BDG representatives that the official exchange rate would apply in all cases, rather than the higher rate pertaining in the Wage Earners Scheme market.

25. The BDG representatives noted that the announcement of foodgrain procurement prices before the planting season could cause disruptions in ongoing procurement of the crop being harvested at the time of the announcement, and suggested some room be left for a more flexible approach. The USG representatives countered that if the announcements were to have any effect on production, they would have to come before the planting season at the specified dates. The USG representatives have had the boro and wheat announcement date moved up from December 1 to November 1 because the planting seasons begin before December 1. The BDG representatives acknowledged that some of the plantings take place before December 1, but strongly objected to the USG's insistence on changing a major term of the Agreement at the last moment.

26. According to Annex B Item III B 4, if the stocks fall below 500,000 tons the BDG may suspend the OMS program. The BDG representatives indicated that the 500,000 tons minimum stock level for the OMS program was too low and should be changed to 700,000 tons. The 500,000 ton minimum was instituted a number of years ago. In the years since it came into being the overall population of Bangladesh has increased substantially as has foodgrain storage capacity and average stock levels. The USG representatives agreed that the minimum stock level should be increased, but that this will take place in the context of an evaluation of OMS performance and its impact on stock levels. Experience with the OMS program over the next several months will be reviewed in the Title III evaluation next fall or earlier if the situation demands. The increased minimum stock level can be included in the year's amendment if the evaluation confirms the need for the change.

27. It was agreed that the flour millers' regular basic monthly offtakes through the Public Food Distribution System would be used for the accounting procedure to make possible currency use offset for OMS rice and paddy (Annex B Item III B 5).

28. The BDG representatives asked the USG representatives to clarify the provision in Annex B Item III G that offtakes of vegetable oil in the ration system will not be otherwise increased during the course of the Agreement. It has always been normal practice in the month of fasting or during other religious festivals to make increases in the ration allocation of vegetable oil and sugar. The USG representatives indicated that the provision was not intended to preclude seasonal fluctuations, and continuation of normal practices in this regard would be no problem.

29. Part II Item V 6, requires the BDG to "Implement policies to foster private sector investment in the cotton spinning industry including the announcement of elimination of the 12,500 spindle limitation applicable to new spinning mills." It was agreed that the required announcement would consist of a letter to all of the private investors who had received licenses to build cotton spinning mills indicating that the BDG does not have a policy limiting milling construction to units of 12,500 spindles. The BDG will actively foster the construction of economically viable private cotton spinning mills.

[AMENDING AGREEMENTS]

The Acting Director of the Agency for International Development to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning

AGENCY FOR INTERNATIONAL DEVELOPMENT
Dacca, Bangladesh

July 9, 1982

Mr. Kazi Fazlur Rahman
Secretary, External Resources Division
Ministry of Finance and Planning

Dear Mr. Rahman:

I have the honor to refer to the P.L. 480 Title III Agricultural Sales Agreement signed on March 8, 1982 by representatives of our two governments, and I propose that the Agreement be amended as follows:

A. At Part II Particular Provisions. Item I - Commodity Table

(1) At the line for rice delete "23,000 MT" and "dollars 6.4 million" and insert "55,000 MT" and "dollars 15.4 million".

(2) Also insert a new line "Total dollars 64.0 million".

B. All other terms and conditions of the March 8, 1982 Title III Agreement shall remain the same.

I propose that this note and your note in reply constitute an agreement between our two governments being effective on the date of your note of reply.

Please accept the assurance of my highest consideration.

Sincerely,

William R. Joslin

William R. Joslin
Acting Director

Mr. Kazi Fazlur Rahman
Secretary
External Resources Division
Ministry of Finance and Planning
People's Republic of Bangladesh

The Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning, to the Acting Director of the Agency for International Development

From: Kazi Fazlur Rahman
Secretary

[1]

Ministry of Finance & Planning
External Resources Division
Government of the People's Republic of Bangladesh
Sher-e-Bangla Nagar
Dacca-7

D.O. No. ERD/USA(PL-480 Title-III Vol.II)-2/81/207 July 13, 1982.

Dear Mr. Joslin,

I have the honour to refer to the PL 480 Title III Agricultural Sales Agreement signed between our two Governments on March 8, 1982 and propose that the Agreement be amended as follows :

A. At Part II Particular Provisions. Item I - Commodity Table

(1) At the line for rice delete "23,000 MT" and "dollars 6.4 million and insert "55,000 MT" and "dollars 15.4 million".

(2) Also insert a new line "Total dollars 64.0 million".

B. All other terms and conditions of the March 8, 1982 Title III Agreement shall remain the same.

I propose that your note of July 9, 1982 and this reply constitute an agreement between our two Governments being effective from today.

Please accept the assurances of my highest consideration.

Yours sincerely,

(Kazi Fazlur Rahman)
Secretary
External Resources Division
Ministry of Finance & Planning

Mr. William R. Joslin,
Acting Director,
USAID/Bangladesh,
Jiban Bima Bhaban (4th floor),
10, Dilkusha C/A, Dacca.

[1] In translation reads: "Government People's Republic of Bangladesh".

The Acting Director of the Agency for International Development to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
Dacca, Bangladesh

August 23, 1982

AID Letter No. 1093

Mr. Kazi Fazlur Rahman
Secretary, External Resources Division
Ministry of Finance and Planning

Dear Mr. Rahman:

I have the honor to refer to the P.L. 480 Title III Agreement of March 8, 1982 as amended July 13, 1982 and propose the agreement be further amended as follows:

A. In Part II Item I - Commodity Table, under the column titled Maximum Export Value

1. For wheat delete "26.1" and insert "25.90".

2. For soybean/cottonseed oil, delete "13.3" and insert "13.52", and

3. For cotton, delete "9.2" and insert "9.18".

B. All other terms and conditions of the March 8, 1982 Agreement as amended remain the same.

I propose this note and your reply constitute an agreement between our two governments effective on the date of your note in reply.

Sincerely,

William R. Joslin
Acting Director

Mr. Kazi Fazlur Rahman
Secretary
External Resources Division
Ministry of Finance and Planning
People's Republic of Bangladesh

cc: Mr. Mohammed Ali
Joint Secretary, ERD

The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance and Planning to the Acting Director of the Agency for International Development

From : Muhammed Ali,
Joint Secretary.

External Resources Division
Ministry of Finance
Sher-e-Bangla N...r
Dacca-7

D.O. No. ERD/USA(PL-480 Title-III Vol.II)-2/81 Date....August..24,..1982.

Dear Mr. Joslin,

I have the honour to refer to PL-480 Title III Agricultural Commodities Sales Agreement of March 8, 1982 as amended July 13, 1982 and propose the agreement be further amended as follows :

A. In Part II Item I - Commodity Table, under the column titled Maximum Export Value

1. For wheat delete " 26.1" and insert " 25.90".
2. For soybean/cotton seed oil, delete " 13.3" and insert " 13.52", and
3. For cotton, delete " 9.2" and insert " 9.18".

B. All other terms and conditions of the March 8, 1982 Agreement as amended remain the same.

I propose that your note of August 23, 1982 and this reply constitute an agreement between our two Governments being effective from to-day.

Yours sincerely,

24/8/82

Muhammed Ali)

Mr. William R. Joslin,
Acting Director,
USAID Mission to Bangladesh,
Jiban Bima Bhaban (4th floor),
10, Dilkhusha C.A.,
Dacca.

The American Ambassador to the Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning

EMBASSY OF THE
UNITED STATES OF AMERICA

October 14, 1982

Dear Mr. Rahman:

I have the honor to refer to the agricultural commodities agreement between our two governments signed March 8, 1982, as amended July 13, 1982, and August 24, 1982, and to propose that the agreement be further amended as follows:

I. PART II, PARTICULAR PROVISIONS

A. Item I, Commodity Table - insert the following under the appropriate column headings after the line entitled "Cotton":

"Wheat	1983	100,000 MT	17.1"
"Soybean/Cottonseed Oil	1983	10,000 MT	4.5"

B. Under Item III, Usual Marketing Table

(1) delete lines entitled "cotton" and "rice", and

(2) under column entitled Import Period (U.S. Fiscal Year) delete "1982" and insert "1983".

C. Under Item IV, Export Limitations

(1) delete in subparagraph A, after ... U.S. Fiscal Year "1982" and insert "1983".

(2) Under subparagraph B delete subparagraphs 3 and 4.

Mr. Mafizur Rahman
Secretary
External Resources Division
Ministry of Finance and Planning
People's Republic of Bangladesh

II. ANNEX B

A. Under Item III paragraph B Open Market Sales, delete subparagraphs 3 and 4 and insert the following:

"3. The wheat provided under this amendment will be used for OMS."

Renumber subsequent paragraphs accordingly.

B. Under Item III, paragraph E Reduction of the Public Food Distribution System, subparagraph 3, in the first sentence following the word "Agreement", add the words "in FY 1982".

The official minutes of the negotiation for this amendment record the following statement: "At the BDG request, the USG will be pleased to participate in an evaluation or review of OMS and its role in the food security system."

All other terms and conditions of the March 8, 1982 Agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

Please accept, Sir, the assurances of my high consideration.

Jane A. Coon
Ambassador

The Bangladesh Secretary, External Resources Division, Ministry of Finance and Planning, to the American Ambassador

From : Mafizur Rahman,
Secretary.

External Resources Division
Ministry of Finance & Planning
Sher-e-Bangla Nagar
Dacca-7

D.O. No. ERD/USA(PL-480-Title-III)-7/82 Date.....October..14,..1982

Dear Mrs. Coon,

I have the honour to refer to your letter of this day, the 14th October 1982, which reads as under :-

" I have the honor to refer to the agricultural commodities agreement between our two governments signed March 8,1982, as amended July 13,1982, and August 24, 1982, and to propose that the agreement be further amended as follows :

I. PART II, PARTICULAR PROVISIONS

A. Item I,Commodity Table - insert the following under the appropriate column headings after the line entitled " Cotton ":

" Wheat	1983	100,000 MT	17.1"
" Soybean/Cottonseed Oil	1983	10,000 MT	4.5"

B. Under Item III, Usual Marketing Table

(I) delete lines entitled "Cotton" and "rice", and

(2) under column entitled Import Period(U.S.Fiscal Year)delete "1982" and insert "1983".

C. Under Item IV,Export Limitations

(I) delete in subparagraph A, after... U.S.Fiscal Year "1982 " and insert "1983".

(2) Under subparagraph B delete subparagraphs 3 and 4.

II. ANNEX B

A. Under Item III paragraph B Open Market Sales,delete subparagraphs 3 and 4 and insert the following:

" 3. The wheat provided under this amendment will be used for OMS."

Renumber subsequent paragraphs accordingly.

B. Under Item III, paragraph E Reduction of the Public Food Distribution System, subparagraph 3, in the first sentence following the word " Agreement", add the words " in FY 1982".

The Official minutes of the negotiation for this amendment record the following statement: " At the BDG request, the USG will be pleased to participate in an evaluation or review of OMS and its role in the food security system."

All other terms and conditions of the March 8,1982 Agreement, as amended, remain the same.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply,"

I, hereby, confirm that the above sets out correctly the understanding reached between the Government of the People's Republic of Bangladesh and the Government of the United States of America.

Please accept, Madam, the assurances of my highest consideration.

Sincerely yours,

Mfrahman

(Mafizur Rahman)

H.E. Mrs. Jane A.Coon,
Ambassador for U.S.A.in Bangladesh,
Dhaka.

JAPAN

Trade in Textiles

Agreement amending and extending the arrangement of August 17, 1979.
Effected by exchange of notes
Signed at Washington September 1, 1982;
Entered into force September 1, 1982;
Effective January 1, 1982.
With record of discussion.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON, D. C.

September 1, 1982

Excellency,

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done in Geneva on December 20, 1973 and extended by Protocols done in Geneva on December 14, 1977 and December 22, 1981.[1]

I have further the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America with regard to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Cotton, Wool and Man-made Fiber Textiles between Japan and the United States of America (hereinafter referred to as "the Arrangement") effected by the Exchange of Notes of August 17, 1979,[2] and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that the Arrangement, including the Record of Understanding attached to it, will be applied for a four-year period from January 1, 1982 through December 31, 1985 by the two Governments with the understanding that the Arrangement will be amended as follows:

His Excellency
Mr. George P. Shultz
The Secretary of State

[1] TIAS 7840, 8939, 10323; 25 UST 1001; 29 UST 2287; 33 UST 4533.
[2] TIAS 9564; 30 UST 6517.

1. Paragraph 3 of the Arrangement will be deleted and replaced by the following:

"3. For the period beginning January 1, 1982 and extending through December 31, 1985, existing cotton categories 300 through 369, existing wool categories 400 through 469, and existing man-made fiber categories 603 through 669 (numbers 706.3400, 706.3900, 706.4140, and 706.4150 excluded from category 669), as specified in the U.S. Correlation of January 1982 (Textile and Apparel Categories with Tariff Schedules of the United States Annotated) and any subsequent technical modifications thereof, will not be subject to numerical limits other than those arising under the provisions of paragraph 4 hereof."

2. Subparagraph (2) of paragraph 10 of the Arrangement will be deleted and replaced by the following:

"(2) In the implementation of this Arrangement, the system of textile categories and the rates of conversion are set forth in the U.S. Correlation of January 1982 and any subsequent technical modifications thereof. The assignments of products to categories listed in the Correlation will be determined in accordance with the United States Customs classification and definitions, subject to further clarification where necessary."

I have further the honor to request Your Excellency to be good enough to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

Yoshio Okawara
Ambassador Extraordinary
and Plenipotentiary of
Japan

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 1, 1982

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which reads as follows:

[For the text of the Japanese note, see pp. 2218-2219.]

I have further the honor to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Robert Morris [1]

His Excellency
Yoshio Okawara,
Ambassador of Japan

[1] Robert Morris.

RECORD OF DISCUSSION

1. During the course of talks between the representatives of the Government of Japan and of the Government of the United States of America on trade in textile products held in Geneva in December 1981, Japanese exports to the United States of America of eleven items in the attached list were discussed.

2. The representatives of the Delegation of the Government of the United States of America explained the overall import situation with respect to these items, and requested Japanese cooperation by limiting exports of these items from Japan. The representative of the Delegation of the Government of Japan expressed his Government's readiness and intention to see to it that the exports of these items from Japan to the United States of America not exceed the respective levels set forth in the attached list, and the representatives of the Delegation of the Government of the United States of America concurred.

FOR THE DELEGATION OF THE GOVERNMENT OF JAPAN:

FOR THE DELEGATION OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

SEPTEMBER 1, 1982

Japan's export restraints on specific categories

	Category	Level of limit, growth	Swing and others
(1)	TQ 335	Total of 806,852 dozen over 4 years	Swing from other categories under restraint will be raised if necessary. The GOJ will make every effort to insure that Japan shall not export more than 35% of a multi-year limit in any year.
(2)	TQ 348	Total of 4,955,506 dozen over 4 years	
(3)	TQ 435	Total of 96,118 dozen over 4 years	
(4)	TQ 442	Total of 70,488 dozen over 4 years	
(5)	TQ 448	Total of 107,651 dozen over 4 years	
(6)	TQ 331	Not more than 1,663,284 dozen pairs in 1982. Standstill in 1983, 1984 & 1985. The USG shall consult with the GOJ when the latter requests the consultations on the size of quotas for 1983, 1984 & 1985.	Swing from other categories under restraints will be raised if necessary.
(7)	TQ 338	Not more than 769,020 dozen in 1982. 3% annual growth rate in 1983, 1984 & 1985.	
(8)	TQ 339	Not more than 2,149,722 dozen in 1982. 3% annual growth rate in 1983, 1984 & 1985.	
(9)	TQ 612	Not more than 208,100,400 syds in 1982. 1% annual growth rate in 1983, 1984 & 1985.	The GOJ will make every effort to insure that monthly shipments will not exceed 20 million syds during the period of any restraint.
(10)	TQ 410	Not more than 14,424,214 syds in 1982. 1% annual growth rate in 1983, 1984 & 1985. Annual export level will not exceed 6 million syds over previous year's export level during the period of 1982-1985.	5% swing from the part of TQ 614 (TSUSA 338-1000, 338-1515 through 338-1580) during the period of 1982-1985.
(11)	Pt of TQ 614	Not more than 19,674,236 syds in 1982. 3% annual growth rate in 1983, 1984 & 1985.	7% swing from TQ 410 during the period of 1982-1985.

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty[1]

Certain recommendations adopted at the Third Consultative Meeting under Article IX of the Antarctic Treaty, at Brussels June 2–13, 1964;
Recommendation III–VII effective December 22, 1978.

[1] TIAS 4780; 12 UST 794.

76-827 - 88 - 34

ANTARCTIC TREATY
THIRD CONSULTATIVE MEETING
TROISIEME REUNION CONSULTATIVE
TRAITE SUR L'ANTARCTIQUE

TRATADO ANTARTICO
TERCERA REUNION CONSULTIVA
ТРЕТЬЕ КОНСУЛЬТАТИВНОЕ СОВЕЩАНИЕ
ДОГОВОР ОБ АНТАРКТИКЕ

BRUXELLES

FINAL REPORT OF THE THIRD ANTARCTIC TREATY CONSULTATIVE MEETING

[CERTAIN RECOMMENDATIONS[1] OF THIRD ANTARCTIC TREATY CONSULTATIVE MEETING]

Recommendation III-VII[2]

ACCEPTANCE OF APPROVED RECOMMENDATIONS.

Since the Recommendations approved by the Contracting Parties entitled to participate in meetings held in accordance with Article IX of the Antarctic Treaty are so much a part of the overall structure of cooperation established by the Treaty, the Representatives recommend to their Governments that any new Contracting Party entitled to participate in such meetings should be urged to accept these Recommendations and to inform other Contracting Parties of its intention to apply and be bound by them.

The Representatives recommend further that their Governments agree that existing Contracting Parties and any new Contracting Parties other than those entitled to participate in meetings held in accordance with Artile IX of the Treaty be invited to consider accepting these Recommendations and to inform other Contracting Parties of their intention to apply and be bound by them.

[1] Recommendation III-VII became effective Dec. 22, 1978 having been approved by those Contracting Parties as required by Art. IX(4) of the Antarctic Treaty. Recommendations III-I through III-VI, III-IX and III-X became effective July 27, 1966; recommendation III-XI became effective Sept. 1, 1966. TIAS 6058; 17 UST 991.

[2] The English language text printed herein is a verbatim extract from the Report of the Third Antarctic Treaty Consultative Meeting. The original documents relating to the said Meeting are held in the archives of the Belgian Government, Brussels.

10. The final report of the Meeting was unanimously adopted on June 12th 1964.

11. The closing addresses were given on June 13th by or on behalf of the leaders of all delegation.

The chairman then declared the meeting closed.

Copie certifiée conforme du rapport final approuvé par la troisième réunion consultative du Traité de l'Antarctique.

Bruxelles, le 28 octobre 1964

Le DIRECTEUR,
au Ministère des Affaires Etrangères et
du Commerce Extérieur de Belgique,

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty [1]

Certain recommendations adopted at the Eighth Consultative Meeting under Article IX of the Antarctic Treaty, at Oslo June 20, 1975;
Recommendations VIII-6 through VIII-8 and VIII-10 through VIII-14 effective December 16, 1978;
Recommendations VIII-3 and VIII-4 effective September 1, 1980.

[1]Signed Dec. 1, 1959. TIAS 4780; 12 UST 794.

[CERTAIN RECOMMENDATIONS [1] OF THE EIGHTH ANTARCTIC TREATY CONSULTATIVE MEETING] [2]

RECOMMENDATION VIII - 3

SITES OF SPECIAL SCIENTIFIC INTEREST

The Representatives,

Recalling Article II of the Antarctic Treaty and Recommendation VII-3;[3]

Conscious of the need to protect scientific investigations which might suffer from wilful or accidental interference;

Desiring to protect only sites where harmful interference is generally recognised to be likely;

Recognizing the need to protect such scientific investigations irrespective of their purpose;

Recognizing that a limited number of sites of exceptional scientific interest may require long-term protection from harmful interference;

Noting with appreciation the interim response of the Scientific Committee on Antarctic Research (SCAR) to paragraph 1 of Recommendation VII-3;

Recommend to their Governments that:

1. They invite SCAR, through their National Committees, to have regard to the following when considering proposals for Sites of Special Scientific Interest:

(a) Sites should only be proposed when:

(i) Scientific investigations are being carried out or are planned to begin before the following meeting of SCAR, and there is a demonstrable risk of interference which would jeopardise those scientific investigations; or

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[1] Recommendations VIII-3 and 4, VIII-6 through VIII-8 and VIII-10 through VIII-14 having been approved by the requisite Contracting Parties became effective in accordance with art. IX(4) of the Antarctic Treaty.

For the text of Recommendations VIII-1 and 2 and VIII-5, see Appendix pp. 51-54.

[2] The English language text printed herein is an extract from the Report of the Eighth Antarctic Treaty Consultative Meeting. The original documents relating to the Meeting are held in the archives of the Norwegian Government, Oslo.

[3] Adopted Nov. 10, 1972. TIAS 8500; 28 UST 1140.

(ii) they are of exceptional scientific interest and therefore require long-term protection from harmful interference;

(b) Sites should be proposed for designation up to a specified date, which may be extended following a review by SCAR;

(c) Proposals for the designation of Sites should be accompanied by a management plan which should include, inter alia, and where applicable, the following details:

(i) a description of the Site, together with a map delimiting its boundaries and where applicable showing any existing or proposed demarcations on the Site;
(ii) a statement setting out the reasons in conformity with paragraphs 1(a) (i) and (ii) above for designation of the Site;
(iii) a summary of the scientific investigations being carried out or planned;
(iv) the proposed date at which the designation will expire unless extended;
(v) proposed points of access;
(vi) any proposed pedestrian and vehicular routes;
(vii) other kinds of scientific investigation which would not cause harmful interference with the investigations described at paragraph (c)(iii) above;
(viii) whether specific kinds of scientific sampling may take place and guidelines for such sampling;
(ix) any other restraints that may be needed.

2. They invite SCAR, through their National Committees, to initiate review of those Sites whose designation is likely to terminate before the second following Antarctic Treaty Consultative Meeting;

3. They request their national offices responsible for the administration of Antarctic expeditions to maintain a record of activities within each Site of Special Scientific Interest in which their scientists are active;

4. Persons wishing to visit Sites of Special Scientific Interest should consult their national offices responsible for the administration of Antarctic expeditions;

5. Until such time as the Recommendations designating Sites of Special Scientific Interest become effective in accordance with Article IX of the Antarctic Treaty, they should, as far as possible, be considered as guidelines.

RECOMMENDATION VIII - 4

SITES OF SPECIAL SCIENTIFIC INTEREST

INTERIM GUIDELINES

The Representatives,

Recalling Recommendation VII-3;

Noting Recommendation VIII-3;

Noting with appreciation the interim response of the Scientific Committee on Antarctic Research (SCAR) to paragraph 1 of Recommendation VII-3;

Noting that management plans have been prepared for certain Sites of Special Scientific Interest;

Considering that it would be advantageous to gather experience of the practical effect of management plans for certain sample Sites;

Recommend to their Governments that they voluntarily take account of the management plans, annexed to this Recommendation, for the following Sites:

Site No. 1: Cape Royds, Ross Island

Site No. 2: Arrival Heights, Hut Point Peninsula, Ross Island

Site No. 3: Barwick Valley, Victoria Land

Site No. 4: Cape Crozier, Ross Island

Site No. 5: Fildes Peninsula, King George Island, South Shetland Islands

Site No. 6: Byers Peninsula, Livingston Island, South Shetland Islands

Site No. 7: Haswell Island.

SITE OF SPECIAL SCIENTIFIC INTEREST NO.1

CAPE ROYDS, ROSS ISLAND

Management Plan

(i) Description of Site

All that area of Cape Royds west of a line drawn from the south coast of the Cape through Flagstaff Hill to the south eastern tip of Pony Lake, and the west shoreline of this lake; and south of a line drawn from the western extremity of Pony Lake 280° True to the coast. The boundaries, which are demarcated, are shown on the attached map.

(ii) Reason for designation

This area supports the most southerly Adélie Penguin (Pygoscelis adeliae) colony known, the survival of which is marginal. The population declined rapidly from 1956 following interference by man until 1963 when United States and New Zealand authorities agreed to restrict activities and develop a management plan for the area. It is considered important to continue study of this colony under controlled conditions, at least until the penguin population has recovered to its estimated normal pre-1956 (pre-man) level.

(iii) Outline of research

A long-term study of the population dynamics began in 1969 and is expected to continue.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

The Site should not be entered during the period of penguin occupation (approximately mid-October to March) except by the marked tracks. Only scientists engaged in the population studies should enter the Site during this period. Visitors to Cape Royds should not enter the Site. Photographs of the colony, except for scientific purposes, should be taken from the boundaries of the Site.

(vi) Pedestrian and vehicular routes

Vehicles should not enter the Site. Pedestrians should keep to the marked tracks and not move through the populated areas except as necessary in the course of scientific investigations. Helicopters and low-flying aircraft should avoid the penguin colony in accordance with the Agreed Measures for the Conservation of Antarctic Fauna and Flora.[1]

(vii) Other kinds of scientific investigations which would not cause harmful interference

Other kinds of scientific investigations should not be undertaken while penguins occupy the Site.

(viii) Scientific sampling

Taking samples of the bird population by killing, capture, or taking of eggs should be done only for a compelling scientific purpose and in accordance with the Agreed Measures for the Conservation of Antarctic Fauna and Flora.

[1] Adopted June 2-13, 1964. TIAS 6058, 10485; 17 UST 996.

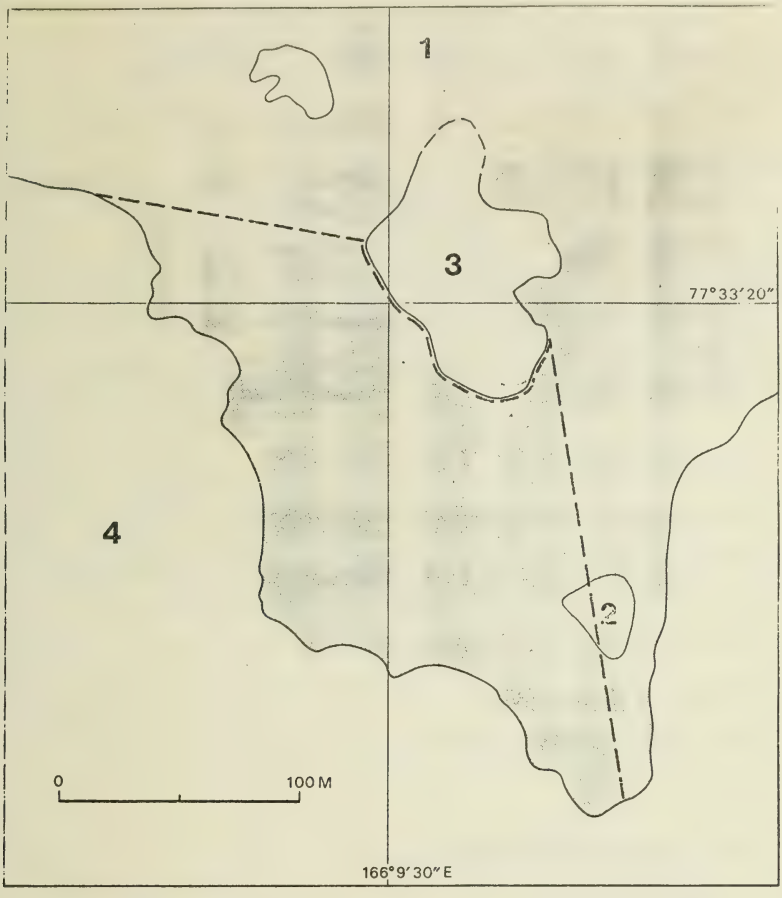
(ix) Other restraints

The following activities should be avoided:

1. Landscaping and removing surface material;

2. Construction of huts or buildings;

3. The depositing of any pieces of equipment or material that would in any way hinder re-occuption of nests by penguins.



No.1:

1. Cape Royds
   Cap Royds
   Мыс Ройдс
   Cabo Royds
2. Flagstaff Hill
   Colline Mât de Drapeau
   Гора Флагстафф
   Colina Asta de Bandera
3. Pony Lake
   Lac Poney
   Озеро Пони
   Lago Haco
4. McMurdo Sound
   Détroit McMurdo
   Залив Мак-Мердо
   Estrecho McMurdo

SITE OF SPECIAL SCIENTIFIC INTEREST NO.2

ARRIVAL HEIGHTS, HUT POINTS PENINSULA, ROSS ISLAND

Management Plan

(i) Description of Site

All that area of Arrival Heights enclosed within a line drawn from Trig T510 north-west over First Crater to the 500' foot contour, then north along this contour to a point immediately west of Second Crater, then around the lip of this crater and south to Trig T510. The boundary, which is demarcated, is shown on the attached map.

(ii) Reason for designation

This area is an electromagnetically and natural "quiet site" offering ideal conditions for the installation of sensitive instruments for recording minute signals associated with upper atmosphere programmes.

(iii) Outline of research

Upper atmosphere investigations associated with auroral and geomagnetic studies.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

None are defined but movement within the area by vehicles or personnel other than those directly concerned with the investigations should be kept to the minimum necessary for implementing the programme.

(vi) Pedestrian and vehicular routes

Vehicles and pedestrians should keep to the tracks shown on the attached map.

(vii) Other kinds of scientific investigations which would not cause harmful interference

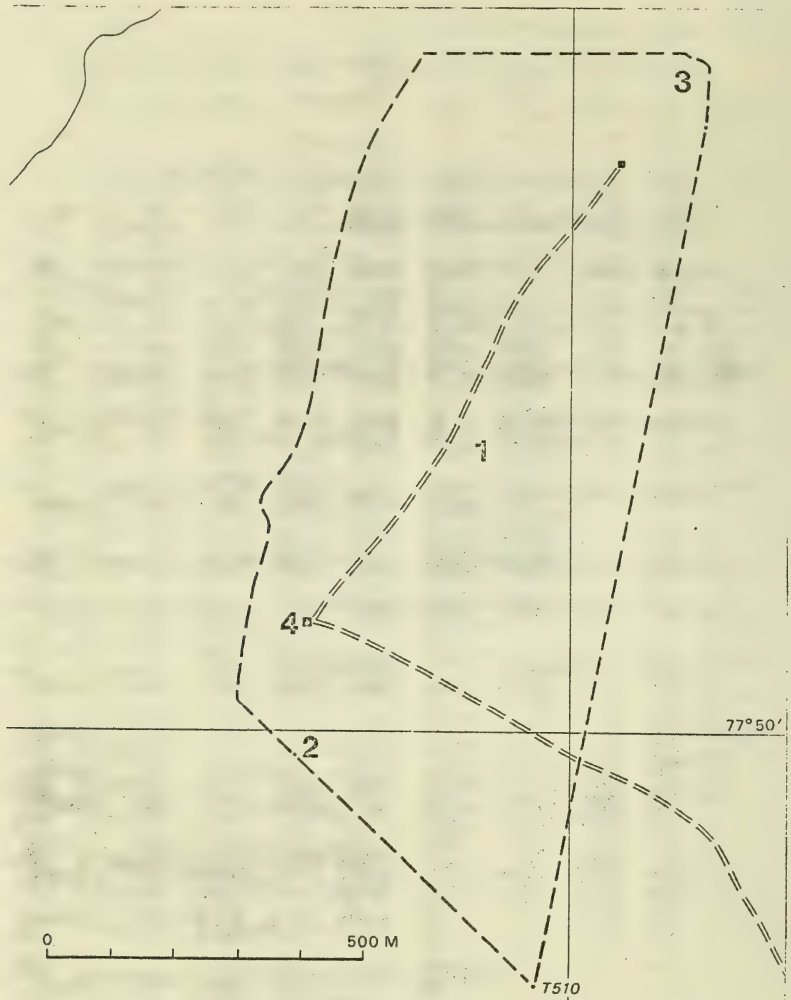
Scientific investigations other than those associated with the upper atmosphere programme should be kept to a minimum.

(viii) Scientific sampling

Not applicable.

(ix) Other restraints

No R. F. transmitting equipment other than low power transceivers for local essential communication may be installed within this Site. Every precaution should be taken to ensure that electrical equipment is adequately suppressed and correctly installed to keep man-made electrical noise to an absolute minimum.



No. 2: 1. Arrival Heights — Colline de l'Arrivée — Гора Аррайвал — Alturas Arribo
2. First Crater — Premier Cratère — Первый Кратер — Crater Primero
3. Second Crater — Deuxième Cratère — Второй Кратер — Crater Segundo
4. Radar Station — Station Radar — Радарная Станция — Estación Radar

SITE OF SPECIAL SCIENTIFIC INTEREST NO.3

BARWICK VALLEY, VICTORIA LAND

Management Plan

(i) Description of Site

The Site includes the greater part of Barwick Valley, Victoria Land, and contains parts of several glaciers, exposed soils, a lake about 3 km wide and 16 km long and a connecting stream about 5 km long leading to Lake Vashka. It is bordered on the south, west and north by the Olympus, Willett, and Clare Ranges respectively. The boundary of the Site approximates to an irregular pentagon enclosing about 325 km^2. The Site is defined by lines joining Skew Peak (77° 13'S, 160° 43'E), Sponsors Peak (77° 18'S, 161° 24'E), a point on the Insel Range (77° 24'S, 161° 26'E), a point in the Apocalypse Peaks (77° 24'S, 160° 46'E), Mount Bastion (77° 19'S, 160° 34'E) and Skew Peak. The boundaries are shown on the attached map.

(ii) Reason for Designation

Barwick Valley is one of the least disturbed and contaminated of the Dry Valleys of Victoria Land, which are environmentally unique and possess extreme polar desert ecosystems. The Site is important as a reference base against which to measure changes in comparable ecosystems of the other Dry Valleys where a considerable variety of scientific investigations have been conducted regularly over the past decade. It is also expected to be of use in connection with global environmental monitoring.

(iii) Outline of research

Investigations are proposed of the microbiology, bacteriology, mycology (especially of yeasts and moulds), and of the terrestrial and aquatic ecosystems, with special programmes to establish baseline measurements for biological and environmental monitoring.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

Access should be by helicopter to Wright Valley, thence into the Barwick Valley Site on foot past Lake Vashka.

(vi) Pedestrian and vehicular routes

Vehicles should not be used. Pedestrian routes should keep to well-drained ground avoiding streams and the lake margins as much as possible.

(vii) Other kinds of scientific investigations which would not cause harmful interference

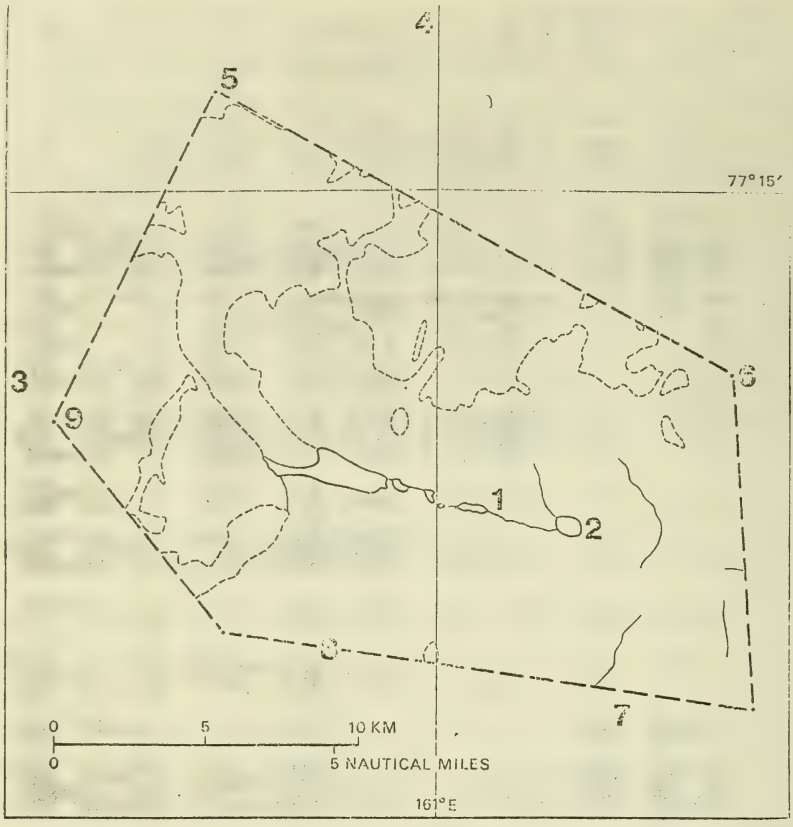
Geological, pedological, and glaciological studies except those which would introduce exotic species and those which would disrupt or damage the existing ecosystems.

(viii) Scientific sampling

Scientific sampling in the Site should be restricted to that which can be accomplished without introducing new organisms, including micro-organisms, and without disturbing the environment.

(ix) Other restraints

Overflight of the Site should be avoided. Aircraft landing and vehicle parking should be kept well outside the boundaries of the Site. Field activities should be kept to a minimum. Permanent field camps, landfill disposal, and other activities which would introduce new materials or organisms, including micro-organisms, into the Site should be avoided. All materials carried into the Site should be removed.



No.3:

1. Barwick Valley
   Vallée Barwick
   Долина Барик
   Valle Barwick

2. Lake Vashka
   Lac Vashka
   Озеро Вашка
   Lago Vashka

3. Willett Range
   Chaîne Willett
   Хребет Виллет
   Cordillera Willett

4. Clare Range
   Chaîne Clare
   Хребет Клэр
   Cordillera Clare

5. Skew Peak
   Pic Oblique
   Гора Скью
   Pico Oblicuo

6. Sponsors Peak
   Pic Garants
   Пик Спонсорс
   Pico Fiadores

7. Insel Range
   Chaîne Insel
   Пики Инзель
   Cordillera Insel

8. Apocalypse Peak
   Pic Apocalypse
   Пик Апокалипс
   Pico Apocalipsis

9. Mount Bastion
   Mont Bastion
   Гора Бастион
   Monte Bastion

SITE OF SPECIAL SCIENTIFIC INTEREST NO. 4

CAPE CROZIER, ROSS ISLAND

Management Plan

(i) Description of Site

The Site comprises 40 km^2 and includes the land areas where the Adélie Penguins (Pygoscelis adeliae) nest and the adjacent fast ice where the Emperor penguins (Aptenodytes forsteri) annually breed. It is bounded by lines joining 77° 28'S, 169° 20'E, 77° 28'S, 169° 28'E, 77° 31'S, 169° 28'E, 77° 31'S, 169° 20'E; and also includes the land area lying north of a line from 169° 20'E, 77° 28'S to the summit of Post Office Hill and north-east of a line which bears 315° True from the summit of Post Office Hill to the coast. The boundaries of the Site, the access track and road, the helicopter landing place and refuge hut are indicated on the attached map.

(ii) Reason for designation

The penguin colonies are the subject of long-term studies of population dynamics and social behaviour, and are relatively accessible by air from McMurdo Station and Scott Base. Access to the Site should be restricted to scientists engaged in investigations within the Site.

(iii) Outline of research

Studies of the Emperor and Adélie Penguin populations and their ethology, life cycles, physiological adaptation and

natural population fluctations. Detection of possible changes in their biological characteristics which may be due to man-induced changes in the environment.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

Access should be at points on the boundary closest to the refuge hut and the helicopter landing place.

(vi) Pedestrian and vehicular routes

Helicopters and low-flying aircraft should avoid the Site. Vehicles should not enter the Site and should approach the Site boundary, when serving authorised activities, on courses at right angles to the boundary orientation. Pedestrian movement within the Site should be limited to the shortest routes consistent with the scientific activity.

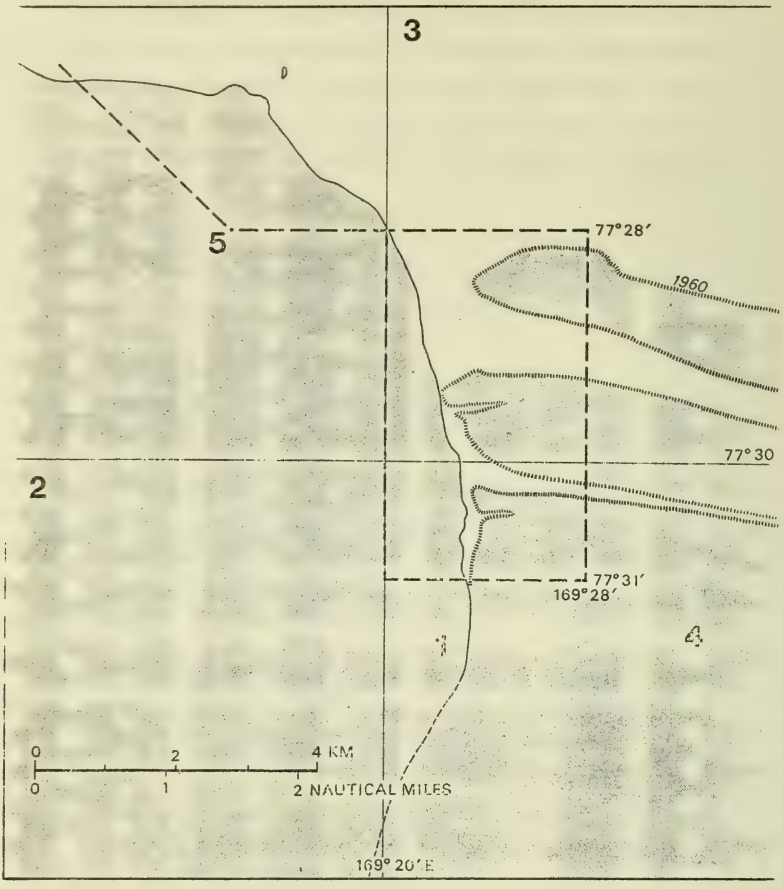
(vii) Other kinds of scientific investigations which would not cause harmful interference

Biological, pedological, and geological observations except those which would cause harm to the birds or interfere with the breeding success of the penguin colonies. As far as possible such studies should be made at times when the Adélie Penguin colony is absent or when the Emperor Penguin colony is at least 1 km from the locality under scientific consideration.

(viii) Scientific sampling

Taking samples of the bird populations by killing, capture, or taking of eggs should be done only for a compelling

scientific purpose and in accordance with the Agreed Measures for the Conservation of Antarctic Fauna and Flora. Close inspection of birds, including photography, or taking blood or other biological samples, should be kept to a minimum.



No.4:

1. Cape Crozier
   Cap Crozier
   Мыс Крозир
   Cabo Crozier
2. Ross Island
   Ile Ross
   Полуостров Росса
   Isla Ross
3. Ross Sea
   Mer de Ross
   Море Росса
   Mar de Ross
4. Ross Ice Shelf
   Plateforme de Glace Ross
   Шельфовый ледник Росса
   Barrera de Hielo Ross
5. Post Office Hill
   Colline Bureau de Poste
   г. Пост-Оффис
   Colina Casa de Correos

SITE OF SPECIAL SCIENTIFIC INTEREST NO. 5

FILDES PENINSULA, KING GEORGE ISLAND, SOUTH SHETLAND ISLANDS

Management Plan

(i) Description of Site

The two areas on Fildes Peninsula shown on the attached map will be demarcated.

(ii) Reason for designation

The unique fossil ichnolites found in these areas are located close to two permanent scientific stations which have been visited frequently by tourist groups. The areas also contain representative sequences of Tertiary strata.

(iii) Outline of research

The main object of the research programme is to describe the Tertiary stratigraphic sequences and to understand the geological evolution of this part of the Antarctic Peninsula.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

None are defined.

(vi) Pedestrian and vehicular routes

Vehicles and helicopters should not enter the Site except in an emergency.

(vii) Other kinds of scientific investigations which would not cause harmful interference

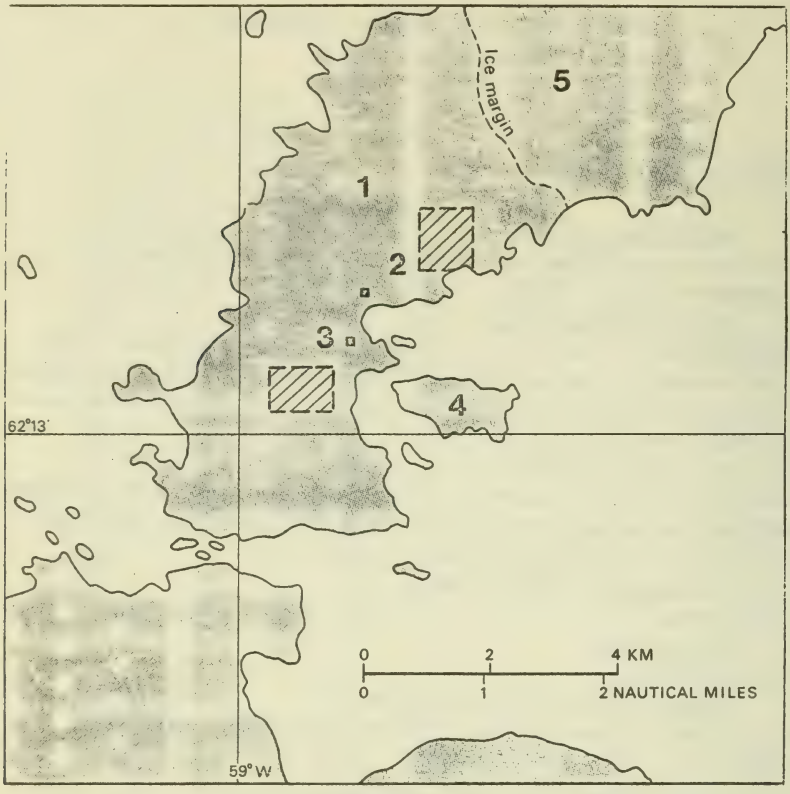
Scientific research other than geological should be kept to a minimum.

(viii) Scientific sampling

Samples of rocks should only be taken for compelling scientific purposes.

(ix) Other restraints

Buildings and other facilities should not be erected in the Site.



No.5:

1. Fildes Peninsula
   Presqu'île Fildes
   Полуостров Файлдс
   Península Fildes

2. Base Bellingshausen
   Base Bellingshausen
   Научная станция Беллинсгаузен
   Base Bellingshausen

3. Base P.Frei
   Base P.Frei
   Научная станция Президент -Фрей
   Base P. Frei

4. Ardley Island
   Ile Ardley
   Остров Ардлеи
   Isla Ardley

5. King George Island
   Ile du Roi George
   Остров Кинг-Джордж (Ватерлоо)
   Isla Veinticinco de Mayo
   Isla Rey Jorge

SITE OF SPECIAL SCIENTIFIC INTEREST NO. 6

BYERS PENINSULA, LIVINGSTON ISLAND

SOUTH SHETLAND ISLANDS

Management Plan

(i) Description of Site

The Site comprises four areas of sedimentary and fossiliferous strata on Byers Peninsula. These areas are shown on the attached map.

(ii) Reason for designation

The fossils found in this area provide evidence of the former link between Antarctica and the other Southern Continents. A long-term paleontological research programme is in progress. It is important to protect these Jurassic and Cretaceous rocks from being used as building materials or as souvenirs.

(iii) Outline of research

A long-term research programme was established in 1964. The main objectives are the description of sediments and fossils found in this area.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

None are defined.

(vi) Pedestrian and vehicular routes

Vehicles should not enter the Site except in an emergency.

(vii) Other kinds of scientific investigations which would not cause harmful interference

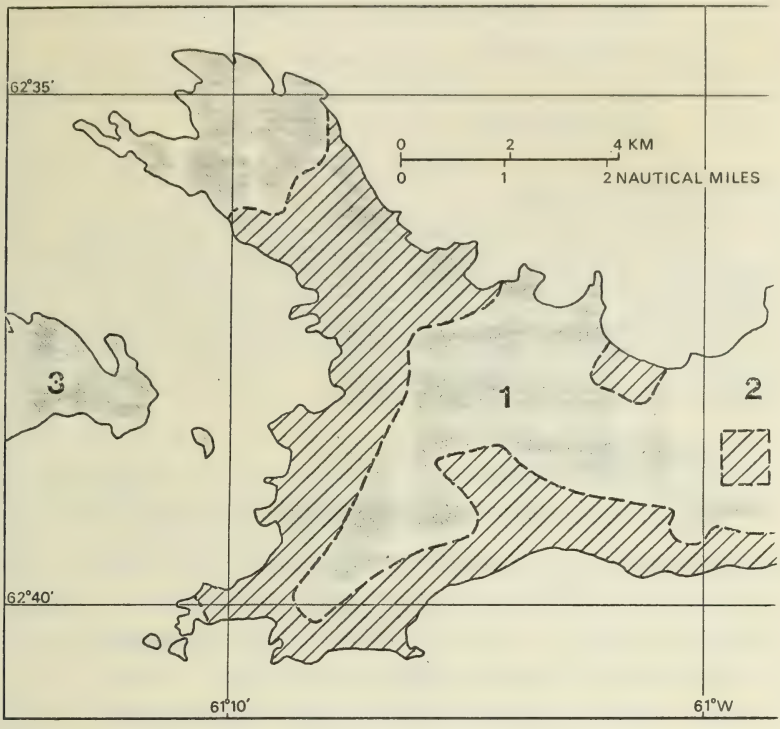
Scientific research other than geological should be kept to a minimum.

(viii) Scientific sampling

Samples of rocks or biological specimens should only be taken for compelling scientific purposes.

(ix) Other restraints

Buildings and other facilities should not be erected in the Site.



No.6: 1. Byers Peninsula — Presqu'île Byers — Полуостров Байерс — Peninsula Byers
2. Livingston Island — Ile Livingston — Остров Ливингстон (Смоленск) — Isla Livingston
3. Rugged Island — Ile Rugged — Остров Раггед — Isla Rugosa

SITE OF SPECIAL SCIENTIFIC INTEREST NO.7

HASWELL ISLAND

Management Plan

(i) Description of Site

The Site consists of Haswell Island (66° 31'S,93° 00'E), about 1 km^2 in area, the largest of a group of islands lying close to Mirny station, together with its littoral zone and the area of fast ice, when present, lying within the delimination shown on the attached map.

(ii) Reason for designation

The Site is an exceptionally prolific and representative breeding locality for all the species of birds which occur in this part of the Antarctic (five species of petrel (Procellariiformes), one species of skua (Catharacta skua), and one species of penguin (Pygoscelis adeliae)). The Site provides exceptional opportunities for research and needs protection in view of its close proximity to a large Antarctic station.

(iii) Outline of research

A long-term biological programme associated with the bird colonies and studies of the inshore marine biology are expected to continue in the Site.

(iv) Date of expiry of designation

30 June 1981.

(v) Access points

The Site may be entered from any direction but access should cause minimum disturbance to the bird colonies.

(vi) Pedestrian and vehicular routes

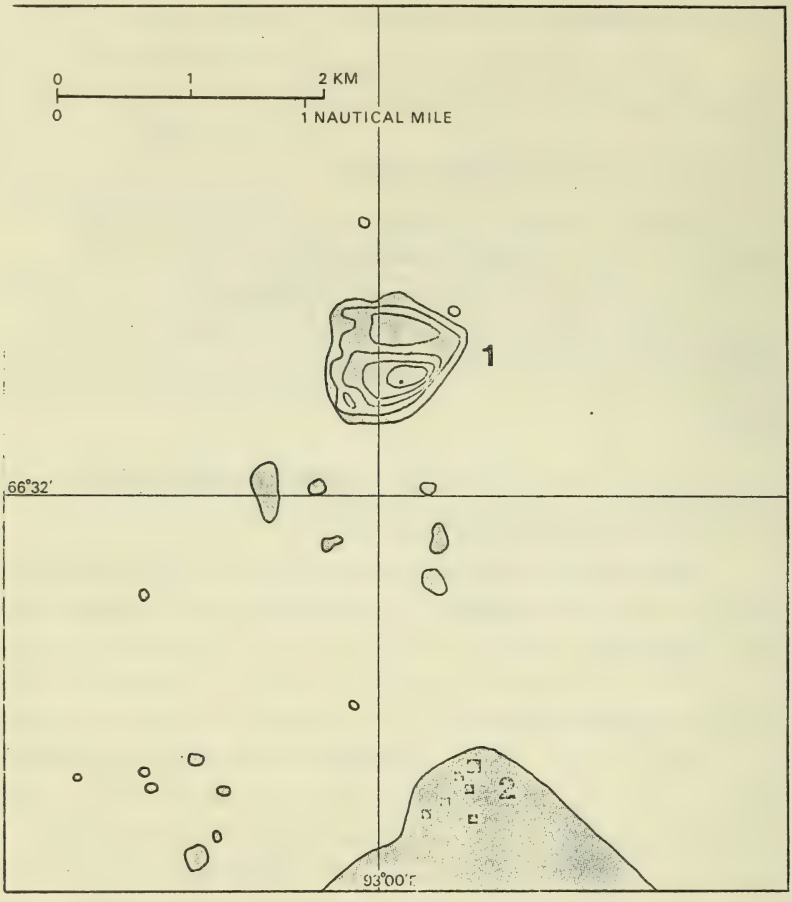
Vehicles should not enter the Site. Pedestrians should not move through the populated areas except as necessary in the course of scientific investigations. Helicopters and low-flying aircraft should avoid the bird colonies in accordance with the Agreed Measures for the Conservation of Antarctic Fauna and Flora.

(vii) Other kinds of scientific investigations which would not cause harmful interference

Any scientific investigation which will not cause significant disturbance to the biological programmes for which the Site has been designated.

(viii) Scientific sampling

Taking samples of the bird population by killing, capture, or taking of eggs should be done only for a compelling scientific purpose and in accordance with the Agreed Measures for the Conservation of Antarctic Fauna and Flora.



No.7: 1. Haswell Island
Isle Haswell
Остров Хасузлл
Isla Haswell

2. Mirny Station
Station Mirny
Научная станция Мирный
Estacion Mirny

RECOMMENDATION VIII - 6

ANNUAL EXCHANGES OF INFORMATION

The Representatives,

Recalling Articles III and VII of the Antarctic Treaty;

Noting that numerous recommendations of Consultative Meetings have established requirements for exchange of information between Governments;

Desiring to consolidate the requirements for periodic exchanges of information into a standard annual report;

Conscious that other Recommendations,[1] including Recommendations I-I, I-III, I-VII, I-XIII, II-I, II-VIII, IV-27, VI-3, VI-7, and VII-7 provide for exchanges of information on an occasional basis or outside the annual reports exchanged between Governments;

Recommend to their Governments that:

1. They adopt the Annex to this Recommendation as the standard format for the annual exchanges of information between Governments;

2. They consider that the provisions set forth in the Annex satisfy the requirements for exchanges of information in Recommendations I-VI, II-IV, II-VI, III-I, III-II, IV-23, VI-2, VI-6, VI-12, and VI-13;

3. They exchange the report described in the Annex through diplomatic channels, not later than 30 November each year;

4. They report prior to 30 June in accordance with Recommendation II-VI on extensions, reductions or other modifications in the development of the activities previously reported ;

[1] For the relevant recommendations adopted at the 1st (July 24, 1961), 2nd (July 28, 1962), 4th (Nov. 18, 1966), 6th (Oct. 30, 1970) and 7th (Nov. 10, 1972) Consultative Meeting, see TIAS 5094, 5274, 6668, 7796, 8500; 13 UST 1349; 14 UST 99; 20 UST 614; 25 UST 266; 28 UST 1138.

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5. Until such time as the Agreed Measures for the Conservation of Antarctic Fauna and Flora become effective, the information exchange requirements set forth in Recommendation IV-19 should be considered as an interim guideline and may be added to the Annex.

[Annex to RECOMMENDATION VIII - 6]

STANDARD FORMAT FOR THE ANNUAL EXCHANGES OF INFORMATION

1. Information in as complete a form as possible under the categories listed below is to be exchanged as early as possible but in no case later than 30 November each year.

2. Under Recommendation II-VI any extensions, reductions or other modifications of activities (in the categories marked below with an asterisk (*)) previously reported are to be furnished as soon as possible and in any case prior to 30 June following the season of activity.

3. If a category is not applicable to the activities of a particular country (for example, it has no airfields or does not intend to use research rockets) this fact should be stated.

I.* The names, types, numbers, descriptions, and armament of ships, aircraft, and other vehicles, introduced, or to be introduced, into the Antarctic Treaty Area, and information on military equipment, if any, and its location in the Area.(List only vehicles used for transport to and from Antarctica. Vehicles at individual stations are described under category VIII below.)

II.* Dates of expeditions leaving for, and arriving in, the Antarctic Treaty Area, duration of stay, itinerary to and from the Area and routes followed within the Area.

III.* The names, locations, and dates of opening of the Party's bases and subsidiary stations established or planned to be established in the Antarctic Treaty Area, listed according to whether they are for summer and/or winter operations.

IV.* The names of the officers in charge of each of these bases, subsidiary stations, ships and aircraft; the number , occupations and specialisations of personnel (including any designated by other Governments), who are or will be

stationed at each of these bases and subsidiary stations and on board these ships and aircraft, including the number of personnel who are members of the military services, together with the rank of any officers and the names and professional affiliations of personnel engaged in scientific activities:

A.* Officers in charge of bases.

B.* Officers in charge of ships.

C.* Officers in charge of aircraft.

D.* Number, occupations and specialisations of personnel:

1.* Summer personnel (listed according to base or ship at which working);

2.* Winter personnel (listed according to base at which working).

E.* Number of personnel who are members of the military services together with rank of any officers.

F.* Names and professional affiliation of personnel engaged in scientific activities (listed according to base or ship at which working. It would be useful to list each person's scientific disciplines as well as his affiliation).

V.* The number and types of armaments possessed by personnel.

VI.* The programme of work, including scientific investigation, being done and planned at each of these bases and subsidiary stations and on board those ships and aircraft; and also the area or areas of operation to be covered by such programme (this may be included as an Annex).

VII.* Principal scientific equipment, which may be listed according to the base at which it is customarily used (this may be included as an Annex).

VIII. Transportation facilities and communication equipment for use within the Antarctic Treaty Area:

A.* Surface, marine, and air transport vehicles at each base.

B.* Description of communications facilities using the standard form in accordance with Recommendation VI-2.

C. Description of airfields in accordance with Recommendation III-I, including particulars of location, operating conditions and limitations, radio aids to navigation, facilities for radio communications and instrument landing (this may be included as an Annex).

IX.* Facilities for rendering assistance (medical and transport services and shelter available in emergencies).

X.* Notice of any expeditions to Antarctica not organised by the Party but organised in, calling at, or proceeding from the Party's territory (including tourism in accordance with Recommendations IV-27 and VI-7).

XI.* Description of unoccupied refuges in accordance with Recommendation III-II, including name, position, description of location, dated established, date last examined and estimate of available accomodation, facilities, food, fuel, and supplies of other kinds (this may be included as an Annex).

XII. Annual return of the numbers of each species killed or captured in the Antarctic Treaty Area in accordance with Article XII of the Agreed Measures for the Conservation of Antarctic Fauna and Flora, using the format annexed to Recommendation IV-19 (this may be included as an Annex).

XIII. Notice of the intended use of radio-isotopes in scientific investigations in the Antarctic Treaty Area. (Note: under Recommendation VI-6 this information is to be provided by Consultative Parties as early as possible, preferably six months in advance, but in any case annually.)

XIV. Notice of intended use of scientific research rockets in the Antarctic Treaty Area in accordance with Recommendation VI-12 including inter alia geographical co-ordinates of the place of launching; the time and date of launching or, alternatively, the approximate period of time during which it is planned to carry out the launchings; the direction of launching; the planned maximum altitude; the planned impact area; the type and other specifications of the rockets to be launched, including possible residual hazards; the purpose and research programme of the rocket.

XV.* Notice of ships which are carrying out substantial oceanographic research programmes in the Antarctic Treaty Area, in

accordance with Recommendation VI-13
including information required under categories I, II, IV,
VI, and VII above.

RECOMMENDATION VIII - 7

CO-OPERATION IN TRANSPORT

The Representatives,

Recalling Recommendation VII-8;

Recognizing that access to Antarctica by long-range aircraft combined with intracontinental feeder routes by smaller aircraft would facilitate new levels of co-operation and flexibility in research;

Noting the interest taken by the Scientific Committee on Antarctic Research (SCAR) in the potential benefits to be derived from a co-operative air transport system;

Recommend to their Governments that:

1. They request their offices responsible for the administration of Antarctic expeditions to review their scientific programmes in order to identify the ways in which a co-operative air transport system might benefit them and to inform SCAR through their representatives on the SCAR Working Group on Logistics;

2. They request SCAR, through their National Antarctic Committees, to review the available transport resources and the potential requirements with respect to a co-operative air transport system and to bring their conclusions to the attention of the Consultative Parties.

RECOMMENDATION VIII - 8

ACTIVITIES OF STATES THAT ARE NOT CONSULTATIVE PARTIES

The Representatives,

Recalling the principles and purposes of the Antarctic Treaty;

Reaffirming that it is in the interest of all mankind that Antarctica shall continue forever to be used exclusively for peaceful purposes and shall not become the scene or object of international discord;

Recognizing that the Antarctic Treaty places a special responsibility on the Contracting Parties to exert appropriate efforts, consistent with the Charter of the United Nations, to the end that no one engages in any activity in the Antarctic Treaty Area contrary to the principles or purposes of the Treaty;

Considering paragraphs 15 to 17 of the Final Report of the Seventh Antarctic Treaty Consultative Meeting regarding activities in the Treaty Area by States that are not Contracting Parties;

Considering further that it is desirable for acceding States to approve existing and future Recommendations, which form an integral part of the Treaty regime;

Recommend to their Governments that:

1. They reaffirm the principles set forth in paragraphs 15 to 17 of the Final Report of the Seventh Antarctic Treaty Consultative Meeting in respect of activities by States that are not Contracting Parties to the Antarctic Treaty;

2. They urge the States that have or will become Parties to the Antarctic Treaty to approve the Recommendations adopted at Consultative Meetings in pursuance of the Treaty and subsequently approved by all the Contracting Parties whose representatives were entitled to participate in the meetings held to consider those measures.

RECOMMENDATION VIII - 10

ANTARCTIC MARINE LIVING RESOURCES

The Representatives,

Recalling Article IX, paragraph 1 (f), of the Antarctic Treaty;

Convinced that the Antarctic Treaty Area contains significant concentrations of marine living resources;

Recognizing the need to promote and achieve, within the framework of the Antarctic Treaty, the objectives of protection, scientific study and rational use of these marine living resources;

Aware of the inadequacy of the information concerning the stocks of these living resources and of the need to develop a good scientific foundation for appropriate conservation measures;

Recommend to their Governments that:

1. They initiate or expand, in so far as is practicable within their Antarctic scientific programmes, detailed studies of the biology, distribution, bio-mass and population dynamics and the ecology of Antarctic marine living resources;

2. They encourage further co-operation among the Consultative Parties in scientific studies of and programmes relating to Antarctic marine living resources;

3. They encourage studies which could lead to the development of effective measures for the conservation of Antarctic marine living resources in the Treaty Area;

4. They urge the Scientific Committee on Antarctic Research (SCAR), through their National Antarctic Committees, to continue its scientific work on these matters and to consider convening, as soon as practicable, a meeting to discuss current work and report on programmes for the study and conservation of Antarctic marine living resources;

5. They include the subject "Antarctic Marine Living Resources" on the agenda of the Ninth Consultative Meeting.

RECOMMENDATION VIII - 11

MAN'S IMPACT ON THE ANTARCTIC ENVIRONMENT

The Representatives,

Recalling Recommendations VI-4 and VII-1;

Desiring to minimise the impact of man on the Antarctic environment;

Noting with appreciation the response of the Scientific Committee on Antarctic Research (SCAR) to Recommendation VI-4;

Recommend to their Governments that:

1. To the greatest extent feasible they observe the code of conduct annexed to this Recommendation at their stations and for their activities within the Antarctic Treaty Area;
2. Through their National Antarctic Committees they invite SCAR, in co-operation with the Scientific Committee on Problems of the Environment (SCOPE) of the International Council of Scientific Unions, to continue its interest in the development of scientific programmes for detecting and assessing changes occurring in the Antarctic environment.

[Annex to RECOMMENDATION VIII - 11]

CODE OF CONDUCT FOR ANTARCTIC EXPEDITIONS AND STATION ACTIVITIES

1. Waste disposal

The following are recommended procedures:

(a) Solid Waste

(i) Non-combustible, including chemicals (except batteries)

These materials may be disposed of at sea either in deep water or, if this is not possible, at specified sites in shallow water.

(ii) Batteries should be removed from the Antarctic Treaty Area.

(iii) Combustibles - Wood, wood products and paper should be incinerated, the ash being disposed of at sea.

- Lubricating oils may be burnt except those containing harmful additives which should be removed from the Antarctic Treaty Area.
- Carcasses and materials associated with imported experimental animals should be incinerated.
- All plastics and rubber products should be removed from the Antarctic Treaty Area.

(b) Liquid Waste

(i) Human waste, garbage and laundry effluents should, where possible, be macerated and be flushed into the sea.

(ii) Large quantities of photographic liquids should be treated for the recovery of silver and the residue should be flushed into the sea.

(c) The above procedures are recommended for coastal stations. Field sites supported from coastal stations should, where feasible, use the facilities of their supporting station. Inland stations should concentrate all waste in deep pits. Except as stated for inland stations, waste should not be buried.

(d) Waste containing radio-isotopes should be removed from the Antarctic Treaty Area.

(e) Every effort should be made to reduce the plastic packaging of products imported into the Antarctic Treaty Area.

(f) If possible the use of leaded fuels or fuels containing ethylene bromide and ethylene chloride should be avoided.

(g) When incinerators are used it is desirable to monitor the effluents.

2. Introduction of alien species

Procedures to safeguard against the introduction of alien species are covered by Article IX of the Agreed Measures for the Conservation of Antarctic Fauna and Flora.

3. Disturbance of breeding colonies and concentration of birds and mammals

Procedures to minimise such disturbances are covered by Article VII of the Agreed Measures for the Conservation of Antarctic Fauna and Flora.

4. Guidelines for Antarctic operating organizations planning major Antarctic Projects

(a) In the planning of major operations in the Antarctic Treaty Areaan evaluation of the environmental impact of the proposed activity should be carried out by the Antarctic operating organizations concerned. Such an evaluation should include:

(i) A description of the proposed action and an assessment of its potential benefits and its possible impact on the relevant ecosystems.

(ii) A consideration of alternative actions which might alter the pattern of benefits versus adverse environmental effects expected to result from the action.

(b) These evaluations may be circulated for information through SCAR channels to all the states engaged in Antarctic activities.

RECOMMENDATION VIII - 12

DISPOSAL OF NUCLEAR WASTE

The Representatives,

Recalling Article V of the Antarctic Treaty;

Noting the increasing production of nuclear materials and the growing concern about the disposal of nuclear waste ;

Bearing in mind the undertaking of Contracting Parties in Article X of the Antarctic Treaty to exert appropriate efforts, consistent with the Charter of the United Nations, to the end that no one engages in any activity in Antarctica contrary to the principles or purposes of the Treaty;

Desiring to preserve the unique quality of the Antarctic environment;

Recommend to their Governments that they continue to exert appropriate efforts to the end that no one disposes of nuclear waste in the Antarctic Treaty Area.

RECOMMENDATION VIII - 13

THE ANTARCTIC ENVIRONMENT

Recognizing that prime responsibility for Antarctic matters, including protection of the Antarctic environment, lies with the States active in the area which are parties to the Antarctic Treaty;

Noting the vulnerability of the Antarctic environment to human interference and that the consequences of major alterations would be of global significance;

Noting the distance of the Antarctic from the main sources of environmental pollution and hence its value for global baseline monitoring purposes;

Considering the role of the Antarctic as a global climatic regulator of major importance;

Noting that in seeking to fulfil these responsibilities Antarctic Treaty States have;

(a) negotiated the Agreed Measures for the Conservation of Antarctic Fauna and Flora;

(b) negotiated the Convention for the Conservation of Antarctic Seals (London 1972);[1]

(c) invited the Scientific Committee on Antarctic Research (SCAR) of the International Council of Scientific Unions (ICSU):

(i) to identify the types and assess the extent of human interference which has occurred in the Treaty Area as a result of man's activities;

[1] TIAS 8826; 29 UST 441.

(ii) to propose measures which might be taken to minimise harmful interference;

(iii) to consider and recommend scientific programmes which will detect and measure changes occurring in the Antarctic environment;

Noting that a Code of Conduct for stations and activities within the Antarctic Treaty Area to minimise their harmful environmental effects has been adopted;

Noting that the Antarctic Treaty calls upon Contracting Parties to encourage co-operative working relations with those specialized agencies of the United Nations and other international organizations having a scientific or technical interest in the Antarctic;

Noting the cable to the Chairman of the Consultative Meeting from the Executive Director of the United Nations Environment Program (UNEP), circulated to the meeting on 10 June 1975;

Recommend to their Governments that:

1. In exercising their responsibility for the wise use and protection of the Antarctic environment they shall have regard to the following:

(a) that in considering measures for the wise use and protection of the Antarctic environment they shall act in accordance with their responsibility for ensuring that such measures are consistent with the interests of all mankind;

(b) that no act or activity having an inherent tendency to modify the environment over wide areas within the Antarctic Treaty Area should be

undertaken unless appropriate steps have been taken to foresee the probable modifications and to exercise appropriate controls with respect to the harmful environmental effects such uses of the Antarctic Treaty Area may have;

(c) that in co-operation with SCAR and other relevant agencies they continue, within the capabilities of their Antarctic scientific programmes, to monitor changes in the environment, irrespective of their cause, and to exercise their responsibility for informing the world community of any significant changes caused by man's activities outside the Antarctic Treaty Area;

2. They welcome the offer made by UNEP of co-operation in questions of scientific and technical interest relating to the Antarctic environment and invite SCAR, through their National Antarctic Committees, to continue its participation in the development of the relevant parts of the programme under consideration by the Scientific Committee on Problems of the Environment (SCOPE).

RECOMMENDATION VIII - 14

ANTARCTIC RESOURCES - EFFECTS OF MINERAL EXPLORATION

The Representatives,

Recalling Recommendation VII-6;

Bearing in mind the purposes and principles of the Antarctic Treaty;

Reaffirming that it is in the interest of all mankind that the Antarctic Treaty Area shall continue forever to be used exclusively for peaceful purposes and shall not become the scene or object of international discord;

Acknowledging that the Antarctic Treaty places a special responsibility upon the Contracting Parties to exert appropriate efforts, consistent with the Charter of the United Nations, to ensure that no one engages in any activity in the Antarctic Treaty Area contrary to the purposes or principles of the Treaty;

Concerned that mineral resource exploration and exploitation could adversely affect the unique environment of the Antarctic and of other ecosystems dependent on the Antarctic environment;

Noting the technological developments in polar mineral exploration and exploitation;

Convinced that further consultations on the questions concerning Antarctic mineral resources are desirable and, in the meantime, of the need for restraint while seeking timely agreed solutions by the Consultative Parties to problems raised by such questions; and noting the intention of their Governments to keep these matters under review in the light of possible actions by others;

Aware that available scientific information on the environmental effects of mineral exploration and/or exploitation in the Antarctic has been inadequately studied and that the Consultative Parties bear a special responsibility for environmental protection in the Antarctic Treaty Area;

Aware also that Antarctic geological structures have not been sufficiently investigated;

Recognizing the need for further study and consideration of these matters;

Resolved that the Consultative Parties should seek to develop an approach to the problems raised by the possible presence of valuable mineral resources in the Antarctic Treaty Area, bearing in mind the principles and purposes of the Antarctic Treaty;

Recommend to their Governments that:

1. The subject "Antarctic Resources - The Question of Mineral Exploration and Exploitation" be fully studied in all its aspects in relation to the Treaty and be the subject of consultation among them with a view to convening a special preparatory meeting during 1976, the terms of reference of which will be determined precisely through diplomatic channels; the special preparatory meeting to report to the Ninth Consultative Meeting;

2. They undertake to study the environmental implications of mineral resource activities in the Antarctic Treaty Area and other related matters, including joint studies among them, and that they exchange the results of such studies;

3. They invite SCAR through their National Antarctic Committees to:

(i) make an assessment on the basis of available information of the possible impact on the environment of the Treaty Area and other ecosystems dependent on the Antarctic environment if mineral exploration and/or exploitation were to occur there.

If possible and appropriate, Governments may wish to assist their National Antarctic Committees in this undertaking by appropriate means;

(ii) continue to co-ordinate national geological and geophysical research programmes in the Antarctic Treaty Area with the aim of obtaining fundamental scientific data on the geological structure of the Antarctic;

(iii) consider what further scientific programmes are necessary in pursuit of these objectives;

4. The subject "Antarctic Resources - The Question of Mineral Exploration and Exploitation" be placed on the Agenda of the Ninth Antarctic Treaty Consultative Meeting.

APPENDIX[1]

RECOMMENDATION VIII - 1

SPECIALLY PROTECTED AREAS: LITCHFIELD ISLAND

The Representatives,

Considering that Litchfield Island, together with its littoral, possesses an unusually rich collection of marine and terrestrial life, is unique amongst the neighbouring islands as a breeding place for six species of native birds and provides an outstanding example of the natural ecological system of the Antarctic Peninsula area;

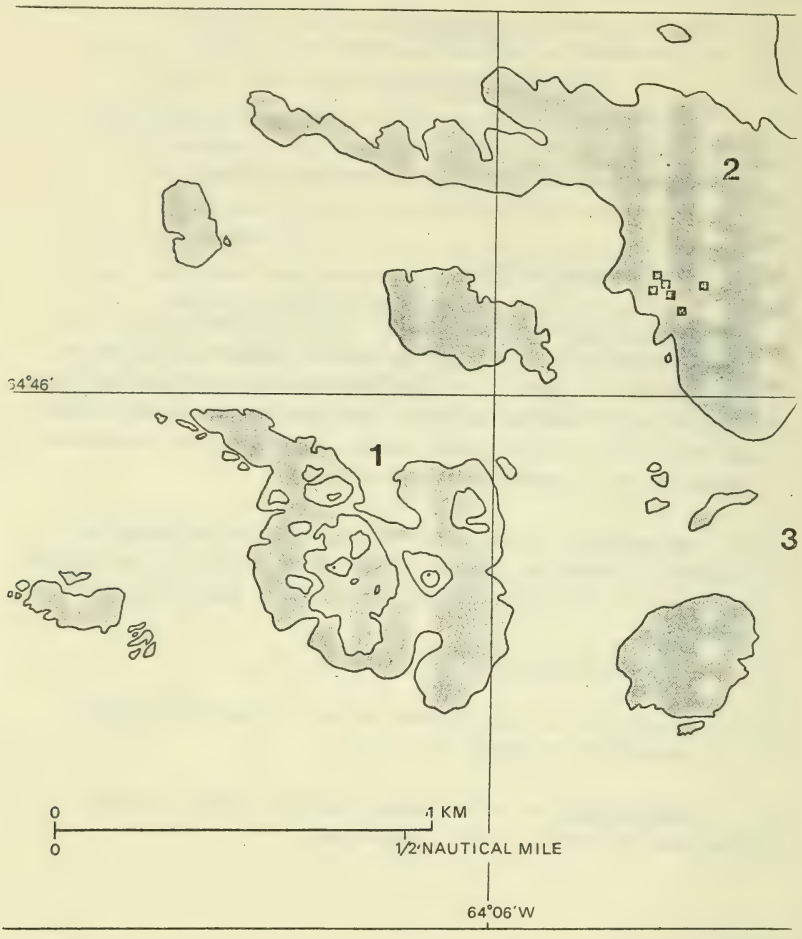
Recommend to their Governments that the following be included in Annex B, Specially Protected Areas, of the Agreed Measures for the Conservation of Antarctic Fauna and Flora:

SPECIALLY PROTECTED AREA NO. 17

Litchfield Island, Arthur Harbor, Palmer Archipelago
Lat.66° 16'S, Long. 64° 06'W.

Description: A small island, about 2.5 km^2 in area. The Area is shown on the attached map.

[1] The United States accepted Recommendations VIII-1 and 2 and VIII-5 as interim guidelines on Dec. 16, 1978 and approved them on July 31, 1979. Those recommendations are not yet effective under article IX(4) of the Antarctic Treaty.



No.17: 1. Litchfield Island
Ile Litchfield
Остров Личфилд
Isla Litchfield

2. Anvers Island
Ile Anvers
Остров Анверс
Isla Amberes

3. Arthur Harbor
Baie Arthur
Бухта Артур
Bahia Arthur

RECOMMENDATION VIII - 2

REVIEW OF SPECIALLY PROTECTED AREAS

The Representatives,

Recalling Recommendations III-VIII and VII-2;

Conscious of the need to revise the list of Specially Protected Areas in Annex B of the Agreed Measures for the Conservation of Antarctic Fauna and Flora in the light of experience;

Recalling the criteria established by paragraph 1 of Recommendation VII-2 for the selection of Specially Protected Areas;

Noting with appreciation the response of the Scientific Committee on Antarctic Research (SCAR) to paragraph 2 of Recommendation VII-2;

Recommend to their Governments that:

1. The following Recommendations, recommending certain defined areas for inclusion in Annex B, Specially Protected Areas, of the Agreed Measures for the Conservation of Antarctic Fauna and Flora, be terminated:
   (a) Recommendation IV-6 (Specially Protected Areas: Cape Crozier, Ross Island)
   (b) Recommendation IV-10 (Specially Protected Areas: Byers Peninsula)
   (c) Recommendation IV-12 (Specially Protected Areas: Fildes Peninsula)
   (d) Recommendation V-5 (Specially Protected Areas: Fildes Peninsula);

2. The numbers 6, 10 and 12 in Annex B of the Agreed Measures should not be used for other Specially Protected Areas.

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RECOMMENDATION VIII - 5

PERMITS FOR ENTRY TO SPECIALLY PROTECTED AREAS

The Representatives,

Noting that Recommendation VI-8, paragraph 2, and Articles VI and VIII of the Agreed Measures for the Conservation of Antarctic Fauna and Flora enable Governments to issue permits for entry to Specially Protected Areas only for the collection of native mammals or birds (Article VI) or native plants (Article VIII, paragraph 2 (a));

Desiring to extend this facility to include other compelling scientific purposes;

Recommend to their Governments that:

1. Recommendation VI-8 be terminated;

2. The Agreed Measures for the Conservation of Antarctic Fauna and Flora be modified by the addition of a new subparagraph to Article VIII, paragraph 2, as follows:

"(c) entry by their nationals, except in accordance with a permit issued under Article VI or under paragraph 2 (a) of the present Article or in accordance with a permit issued for some other compelling scientific purpose.";

3. Until such time as the Agreed Measures and this Recommendation become effective in accordance with Article IX of the Antarctic Treaty, this Recommendation should, as far as possible, be considered as a guideline.

DOMINICAN REPUBLIC

Agricultural Commodities

Agreement amending the agreement of May 21, 1982.
Effected by exchange of notes
Signed at Santo Domingo August 2 and 26, 1982;
Entered into force August 26, 1982.

The American Ambassador to the Secretary of State for Foreign Relations of the Dominican Republic

Santo Domingo, August 2, 1982

No. 75

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed May 21, 1982, [1] by representatives of our two governments, and to propose that the agreement be amended as follows:

In Part II, Particular Provisions, Item I, Commodity Table, please make the following changes.

(A) On the line entitled "Corn/Sorghum," under appropriate column headings, delete "100,000–11.7," and insert "73,000–8.3."

(B) On the line entitled "Soybean/Cottonseed Oil," under appropriate column headings, delete "10,000–5.3," and insert "16,400–8.7."

All other terms and conditions of the May 21, 1982 Agreement remain unchanged.

If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT ANDERSON

His Excellency
DR. PEDRO PADILLA TONOS
Secretary of State for Foreign Relations
Santo Domingo, D. R.

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[1] TIAS 10391; *ante*, p. 1047.

The Secretary of State for Foreign Relations of the Dominican Republic to the American Ambassador

REPUBLICA DOMINICANA
Secretaría de Estado
de Relaciones Exteriores

DEJ- 702

Santo Domingo, D. N.,
26 AGO. 1982

Excelencia:

Tengo el honor de saludarle en ocasión de dar respuesta a la Nota No. 75 de fecha 2 de agosto en - curso, mediante la cual propone enmienda al Acuerdo para la venta de Productos Agrícolas, suscrito el 21 de mayo de 1982 por representantes de nuestros dos países para - que diga de la siguiente manera:

"En la Parte II, Disposiciones Especiales, Punto I, Tabla de Productos, favor hacer los siguientes cambios:

(A) En la línea titulada, "Maíz/Sorgo", bajo las columnas apropiadas eliminar "100,000-11.7", e insertar "73,000-8.3".

(B) En la línea titulada, "Aceite de Soya/ Semilla de Algodón", bajo las columnas apropiadas eliminar "10,000-5.3, e insertar "16,400-8.7".

"Todos los otros términos y condiciones del Acuerdo firmado el 21 de mayo de 1982 permanecen sin cambio".

En tal sentido, me complace comunicar a - Vuestra Excelencia que mi Gobierno acepta los términos de

Su Excelencia
Robert Anderson,
Embajador Extraordinario y
Plenipotenciario de los Estados
Unidos de América,
C I U D A D.

las modificaciones propuestas y conviene que Vuestra Nota de referencia y ésta de respuesta constituyen un acuerdo entre nuestros dos países, efectivo a partir de esta fecha.

Hago provecho de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

JAVI
JMHS
RCC/cla.

TRANSLATION

Dominican Republic

Department of Foriegn Relations

No. DEJ-702 Santo Domingo, D.N., August 26, 1982

Excellency:

I have the honor to reply to note No. 75 of August 2, 1982, in which you propose that the Agreement for Sales of Agricultural Commodities, signed May 21, 1982, by representatives of our two countries, be amended as follows:

[For the English language text, see p. 2181.]

In this regard, I am pleased to inform Your Excellency that my Government accepts the proposed changes and agrees that your note in reference and this reply constitute an agreement between our two countries, effective this date.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Pedro Padilla Tonos

His Excellency
Robert Anderson,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santo Domingo.

EL SALVADOR

Aviation: Transport Services

Agreement signed at Washington April 2, 1982;
Entered into force November 22, 1982.
With exchange of letters.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EL SALVADOR

The Government of the United States of America and the Government of El Salvador;

Desiring to promote an international air transport system based on competition among airlines in the marketplace with minimum governmental interference and regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;[1]

Desiring to conclude a agreement covering all forms of air transportation;

Have agreed as follows:

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of El Salvador, the General Directorate of Civil Aeronautics, or its successor agency;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "Price" means:

(i) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate and price;

(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

(iii) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation.

(g) "International air transportation" means an air transportation which passes through the air space over the territory of more than one State;

(h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(i) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;

(j) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities; and

(k) "Full economic costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes;

(c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one Party's airlines to participate in air transportation between points in the territory of the other Party.

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ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and Annexes and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4

Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5

Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party

reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

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[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

ARTICLE 8

Commercial Opportunities

(1) The airlines of one Party may establish offices in the territory of the other Party for the promotion and sale of air transportation.

(2) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its

agents, except as may be specifically provided for the protection of the consumer by the regulations of the country in which the traffic originates. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies according to the laws and regulations of said Party.

(5) Each airline of one Party may convert and remit to its country, on demand, local revenues from the sale of such air transportation in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or remittance taxation in respect thereof at the rate of exchange applicable to current transactions and remittance, and according to the national laws and regulations of each Party.

ARTICLE 9

Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within

reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

ARTICLE 10

User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11

Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of either Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform

conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

ARTICLE 12

Pricing (Mutual Disapproval)

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

(a) prevention of predatory or discriminatory prices or practices;

(b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party of prices charged by charterers to the public for traffic originating in the territory of the other Party.

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(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and any other country, including in both cases transportation on an interline or intra-line basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (a) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between

the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections, type of service or aircraft type or such price through a combination of prices.

ARTICLE 13

Consultations

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

If there are any changes or revisions in this Agreement or its Annexes as a result of such consultations, they shall be confirmed by diplomatic note.

ARTICLE 14

Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph 3 of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days after the presentation of the Memorandum. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after the date of filing of the responses.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15

Termination

Either Party may, at any given time give notice in writing through diplomatic channels to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16

Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 17

Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

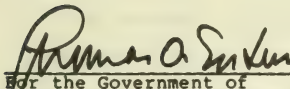
ARTICLE 18

Entry into Force

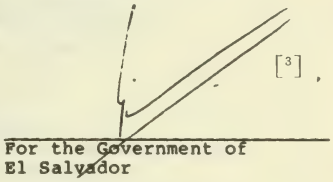
This Agreement shall enter into force upon receipt of notification from the Government of El Salvador that its ratification process has been completed.[1]

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Washington, D.C., in the English and Spanish languages, both texts being equally authentic, this Second day of April, Nineteen hundred and Eighty-two.



For the Government of
The United States of America



For the Government of
El Salvador

[1] Nov. 22, 1982.
[2] Thomas O. Enders.
[3] Ernesto Rivas-Gallont.

ANNEX I

Scheduled Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States and its territories via intermediate points to points in El Salvador and beyond to points outside El Salvador.

B. Routes for the airline or airlines designated by the Government of El Salvador:

1. From El Salvador via Guatemala City, Guatemala, San Pedro Sula, Honduras, and Belize City, Belize to Miami.1/

2. From El Salvador via Guatemala City, Guatemala, San Pedro Sula, Honduras, and Belize City,

1/ The intermediate point Guatemala City, Guatemala, may be served on this route for foreign air transportation of property and mail only. [Footnote in the original.]

Belize to the coterminal points Houston and New Orleans.

3. From El Salvador to the coterminal points Los Angeles and San Francisco.

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any right to carry traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in flight number and type of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

ANNEX II

Charter Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party.

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations

and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When such regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the least restrictive regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.

ACUERDO DE TRANSPORTE AEREO

ENTRE

EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR Y

EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

El Gobierno de la República de El Salvador y el Gobierno de los Estados Unidos de América;

Deseando promover un sistema de transporte aéreo internacional basado en la competencia entre líneas aéreas en el mercado con un mínimo de interferencia y reglamentación gubernamentales;

Deseando facilitar la expansión de las oportunidades de transporte aéreo internacional;

Deseando hacer posible que las líneas aéreas ofrezcan al público viajero y a los embarcadores una variedad de opciones de servicio a los más bajos precios que no sean depredatorios o discriminatorios y que no representen un abuso de una posición dominante, y deseando estimular a las líneas aéreas individuales para que desarrollen e implementen precios innovativos y competitivos,

Deseando asegurar el más alto grado de seguridad en el transporte aéreo internacional y reafirmando su profunda preocupación por actos y amenazas contra la seguridad de las aeronaves, lo cual pone en peligro la seguridad de las personas y de la propiedad, afecta adversamente la operación del transporte aéreo y menoscaba la confianza pública en la seguridad de la aviación civil,

Siendo partes en la Convención sobre Aviación Civil Internacional abierta a la firma en Chicago el siete de diciembre de 1944, y

Deseando concluir un Convenio que cubra todas las formas del transporte aéreo

Han acordado lo siguiente:

ARTICULO I

Definiciones

Para los efectos de este Convenio, a menos que se indique otra cosa, el término:

(a) "Autoridades aeronáuticas" significa, en el caso de la República de El Salvador, la Dirección General de Aeronáutica Civil o su organismo sucesor; y en el caso de los Estados Unidos de América, la Civil Aeronautics Board o el Department of Transportation, de los dos, el que tenga competencia, o sus sucesores;

(b) "Acuerdo" significa el presente acuerdo, sus anexos y cualesquiera enmiendas a los mismos;

(c) "Transporte aéreo" significa cualquier operación efectuada por una aeronave para el transporte público de pasajeros, equipaje, carga y correo, separadamente o en forma combinada o mixta, mediante remuneración o alquiler.

(d) "Convención" significa la Convención de Aviación Civil Internacional abierta a la firma en Chicago el 7 de diciembre de 1944, e incluye:

(i) Cualquier modificación que hubiere entrado en vigencia de acuerdo con el Artículo 94 a) de la Convención de Aviación Civil Internacional y que hubiere sido ratificada por ambas Partes, y

(ii) Cualquier anexo, o modificación a la misma adoptada en virtud del Artículo 90 de la Convención en la medida en que tal anexo o modificación esté en vigor en un momento dado para ambas Partes;

(e) "Línea aérea designada" significa una línea aérea designada y autorizada de conformidad con el artículo 3 de este Acuerdo;

(f) "Precio" significa:

(i) Cualquier tarifa, flete o precio que cobren las líneas aéreas o sus agentes, y las condiciones que rijan la disponibilidad de tal tarifa, flete o precio;

(ii) Los cargos y condiciones por los servicios auxiliares al tráfico que ofrezcan las líneas aéreas, y

(iii) Las cantidades cobradas por las líneas aéreas a los intermediarios del transporte aéreo,

por concepto del transporte de pasajeros (y su equipaje) y/o la carga (excluyendo correo) en el transporte aéreo.

(g) "Transporte aéreo internacional" significa el transporte aéreo que pasa por el espacio aéreo sobre el territorio de más de un estado.

(h) "Escala para fines no comerciales" significa un aterrizaje para cualquier propósito que no sea embarcar o desembarcar pasajeros (y su equipaje), carga y correo en el transporte aéreo;

(i) "Territorio" significa las áreas terrestres y las aguas adyacentes a ellas bajo la soberanía, jurisdicción, protección o administración fiduciaria de una de las Partes;

(j) "Cargos al usuario" significa el cargo que se le hace a una línea aérea por el uso de la propiedad o las instalaciones aeroportuarias, las de aeronavegación o las de seguridad de la aviación; y

(k) "Costo económico total" significa el costo directo del servicio proporcionado, más un cargo razonable por la administración.

ARTICULO 2

Concesión de Derechos

(1) Cada Parte otorgará a la otra Parte los siguientes derechos para la prestación de servicios de transporte aéreo internacional por las líneas aéreas de la otra Parte:

(a) El derecho de volar a través de su territorio sin aterrizar;

(b) El derecho de hacer escalas en su territorio para fines no comerciales;

(c) Los derechos especificados en cualquier otra forma en el presente Acuerdo.

(2) Nada de lo dispuesto en el párrafo 1) de este Artículo se considerará que otorga el derecho a las líneas aéreas de una Parte a participar en el transporte aéreo entre puntos en el territorio de la otra Parte.

ARTICULO 3

Designación y Autorización

(1) Cada Parte tendrá el derecho a designar tantas líneas aéreas como desee para llevar a cabo el transporte aéreo internacional de conformidad con este Acuerdo y sus Anexos y a cancelar o alterar tal designación. Dichas designaciones deberán ser comunicadas por escrito, y por vía diplomática, a la otra Parte, y especificarán si la línea aérea está autorizada para llevar a cabo el tipo de transporte aéreo especificado en el Anexo I, el Anexo II, o en ambos.

(2) Al recibir tal designación y las solicitudes de la línea aérea designada, en la forma y de la manera prescrita, para autorizaciones de operación y permisos técnicos, la otra Parte otorgará las autorizaciones y permisos apropiados con un mínimo de demora en los procedimientos, siempre y cuando:

(a) una parte substancial de la propiedad y el control efectivo de dicha línea aérea estén en poder de la Parte que designa a la línea aérea, de los nacionales de esa Parte, o de ambos;

(b) la línea aérea designada esté capacitada para cumplir las condiciones prescritas en las leyes y los reglamentos que normalmente aplica a la operación de transporte aéreo internacional, la Parte que está considerando la solicitud o petición; y

(c) la Parte que designa a la línea aérea mantenga y cumpla con las normas estipuladas en el Artículo 6 (Seguridad).

ARTICULO 4

Revocatoria de la Autorización

1) Cada Parte se reserva el derecho de revocar, suspender o limitar las autorizaciones de operación o los permisos técnicos de una línea aérea designada por la otra Parte, en el caso en que:

(a) una parte substancial de la propiedad y el control efectivo de dicha línea aérea no estén en poder de la otra Parte o de nacionales de la otra Parte;

(b) dicha línea aérea no haya cumplido con las leyes y los reglamentos a que se hace referencia en el Artículo 5 de este Acuerdo; o

(c) la otra Parte no esté manteniendo ni cumpliendo las normas estipuladas en el Artículo 6 (Seguridad).

2) A menos que sea esencial tomar una acción inmediata para impedir la falta adicional de cumplimiento de las disposiciones señaladas en los subpárrafos 1) b) ó 1) c) de este Artículo, los derechos establecidos mediante este Artículo se ejercerán solamente previa consulta con la otra Parte.

ARTICULO 5

Aplicación de las Leyes

(1) Las leyes y los reglamentos de una Parte relativos a la operación y navegación de aeronaves serán cumplidos por las líneas aéreas de la otra Parte al entrar o salir del territorio de la primera Parte y durante la permanencia en el mismo.

(2) Las leyes y los reglamentos de una Parte relativos a la admisión o salida de su territorio de pasajeros, tripulación o carga en aeronave (incluyendo los reglamentos relativos al ingreso, despacho, seguridad en materia de aviación, inmigración, pasaportes, aduanas y cuarentena o, en el caso de correo, los reglamentos postales) serán cumplidos por, o en nombre de tales pasajeros, tripulación o carga de la línea aérea de la otra Parte al entrar o salir del territorio de la primera Parte y durante la permanencia en el mismo.

ARTICULO 6

Seguridad

(1) Cada parte reconocerá como válidos, para efecto de operar el transporte aéreo previsto en este Acuerdo, los certificados de aeronavegabilidad y de competencia y las licencias emitidas o convalidadas por la otra Parte y vigentes, estipulándose que los requerimientos para dichos certificados o licencias sean por lo menos, iguales a las normas mínimas que se establecieren de conformidad con la Convención de Aviación Civil Internacional. No obstante, cada Parte se reserva el derecho de rehusar aceptar como válidos para fines de vuelo sobre su territorio, los certificados de competencia y las licencias otorgadas o convalidadas a sus propios nacionales por la otra Parte.

(2) Cada Parte podrá solicitar consultas concernientes a los estándares de seguridad que mantenga la otra Parte en lo relativo a instalaciones aeronáuticas, tripulaciones aéreas, aeronaves y la operación de las líneas aéreas designadas. Si, al efectuar dichas consultas, una de las Partes encuentra que la otra Parte no mantiene ni cumple efectivamente con estándares de seguridad en estos campos que sean por lo menos iguales a las normas mínimas que pudieran ser establecidas de acuerdo a la Convención de Aviación Civil Internacional, se notificará a la otra Parte sobre el resultado de tales determinaciones y las medidas que se considerarán necesarias para cumplir con dichas normas mínimas; y

la otra Parte tomará las medidas correctivas apropiadas. Cada Parte se reserva el derecho de retener, revocar o limitar la autorización de operación o el permiso técnico de la línea o líneas aéreas designadas por la otra Parte en el caso en que la otra Parte no tome tales medidas apropiadas dentro de un plazo razonable.

ARTICULO 7

Seguridad en la Aviación

Cada Parte:

(1) reafirma su compromiso de actuar de conformidad con las disposiciones del Convenio Sobre las Infracciones y Ciertos Otros Actos Cometidos a Bordo de las Aeronaves, firmado en Tokio el 14 de septiembre de 1963, el Convenio para la Represión del Apoderamiento Ilícito de Aeronaves, firmado en La Haya el 16 de diciembre de 1970, y el Convenio para la Represión de Actos Ilícitos contra la Seguridad de la Aviación Civil, firmado en Montreal el 23 de septiembre de 1971;

(2) exigirá que los operadores de aeronaves de su registro actúen de conformidad con las disposiciones pertinentes sobre seguridad de la aviación establecidas por la Organización de Aviación Civil Internacional; y

(3) proporcionará la mayor ayuda a la otra Parte con objeto de evitar el apoderamiento ilícito de aeronaves, sabotaje de las mismas, de aeropuertos y de instalaciones de aeronavegación, y las amenazas a la seguridad de la aviación; otorgará consideración favorable a cualquier petición que presente la otra Parte relativa a la imposición de medidas especiales de seguridad para sus aeronaves o pasajeros con el fín de hacer frente a una amenaza específica; y cuando ocurran incidentes relacionados con, o amenazas de, piratería o sabotaje contra aeronaves, aeropuertos o instalaciones de aeronavegación, ayudará a la otra Parte, facilitando vías de comunicación que tengan el propósito de poner fín a tales incidentes en forma expedita y con seguridad.

ARTICULO 8

Oportunidades Comerciales

(1) Las líneas aéreas de una Parte podrán establecer oficinas en el territorio de la otra Parte para la promoción y ventas de transporte aéreo.

(2) Las líneas aéreas designadas de una Parte, de conformidad con las leyes y los reglamentos de la otra Parte relativos a ingreso, residencia y empleo, podrán traer al territorio de la otra Parte y mantener en él, personal administrativo, técnico, operacional, de ventas y otro personal especializado necesario para la prestación de servicio de transporte aéreo.

(3) Cada línea aérea designada podrá proveerse su propio servicio de tierra en el territorio de la otra Parte ("servicios autónomos") o, si lo prefiere, efectuar una selección entre agentes competidores para llevar a cabo estos servicios. Estos derechos estarán sujetos solamente a restricciones físicas derivadas de consideraciones relativas a la seguridad aeroportuaria. Cuando dichas consideraciones excluyan la posibilidad de emplear servicios autónomos, los servicios de tierra estarán disponibiles a todas las aerolíneas en base a la igualdad; los cargos estarán basados en los costos de los servicios que se provean; y dichos servicios deberán ser comparables en tipo y calidad a los servicios autónomos si la prestación de éstos fuera posible.

(4) A reserva de lo que pueda disponerse específicamente para la protección del consumidor en los reglamentos del país en que se origine el tráfico, cada línea aérea de una Parte podrá dedicarse a la venta de transporte aéreo en el territorio de la otra Parte directamente y, a su discreción, a través de sus agentes. Cada línea aérea podrá vender este transporte y cualquier persona estará en libertad de adquirirlo en la moneda de dicho territorio o en moneda de conversión libre de conformidad con las leyes y reglamentos de dicha Parte.

(5) Cada línea aérea de una Parte, si así lo solicita, podrá convertir y remitir a su país los ingresos locales obtenidos por concepto de la venta de dicho transporte aéreo en exceso de las sumas desembolsadas localmente. La conversión y remesa deberá ser permitida prontamente y sin restricciones o impuestos con respecto a ello, al tipo de cambio aplicable a las transacciones y remisiones corrientes, de conformidad con las leyes y regulaciones nacionales aplicables en cada Parte.

ARTICULO 9

Aranceles Aduaneros e Impuestos

(1) Al llegar al territorio de una Parte, las aeronaves que son operadas en transporte aéreo internacional por las líneas aéreas designadas de la otra Parte, su equipo regular, equipo terrestre, combustible, lubricantes, suministros técnicos fungibles, repuestos incluyendo motores, suministros para las aeronaves (incluyendo pero no limitándose a renglones tales como comida, bebidas y licor, tabaco y otros products destinados a la venta a los pasajeros o al uso de los pasajeros, en cantidades limitadas, durante el vuelo), y otros rubros que se utilizarán unicamente en conexión con la operación o el servicio de aeronaves dedicadas al transporte aéreo internacional, o utilizados exclusivamente en relación con dichas operaciones de explotación o servicio, estarán exentos, sobre una base de reciprocidad, de todas las restricciones a la importación, impuestos sobre los bienes y tributos a capital, aranceles aduaneros, impuestos sobre consumo y tarifas o derechos similares impuestos por las autoridades nacionales y que no estén basados en el costo de los servicios prestados, siempre y cuando dichos equipos y suministros permanezcan a bordo de la aeronave.

(2) También estará exentos, en base a reciprocidad, de los impuestos, derechos, tarifas y cargos a que se refiere el párrafo (1) del presente Artículo, con excepción de los cargos basados en el costo de los servicios que se provean:

(a) Los suministros para las aeronaves que son introducidos o adquiridos en el territorio de una Parte y puestos a bordo, dentro de límites razonables, para uso de aeronaves en vuelos de salida, de una línea aérea designada de la otra Parte, dedicada al transporte aéreo internacional, aun cuando dichos suministros se vayan a usar en la parte del trayecto sobre el territorio de la Parte en el que se llevan a bordo;

(b) el equipo terrestre y repuestos, incluyendo motores, introducidos en el territorio de una Parte para el servicio, mantenimiento o reparación de aeronaves de una línea aérea designada de la otra Parte, usadas en el transporte aéreo internacional; y

(c) el combustible, los lubricantes y los suministros técnicos fungibles introducidos o proporcionados en el territorio de una Parte para ser usados en una aeronave de una línea aérea designada de la otra Parte, dedicada al transporte aéreo internacional, aun cuando dichos suministros sean para usarse en la parte del trayecto sobre el territorio de la Parte donde fueran puestos a bordo.

(3) Las autoridades competentes podrán exigir que el equipo y los suministros a que se hace mención en los párrafos 1) y 2) del presente Artículo se mantengan bajo su supervisión o control.

(4) Las exenciones previstas en este Artículo también serán aplicables cuando las líneas aéreas designadas de una Parte hayan contratado con otra línea aérea, que de igual forma disfruta de dichas exenciones de la otra Parte, para el préstamo o la transferencia,

en el territorio de la otra Parte, de los rubros especificados en los párrafos (1) y (2) de este Artículo.

(5) Cada Parte pondrá su mejor empeño en obtener para la línea aérea designada de la otra Parte, en base a la reciprocidad, una exención de impuestos, derechos, cargos y tarifas impuestos por las autoridades estatales, regionales y locales sobre los rubros especificados en los párrafos (1) y (2) de este Artículo, así como de los cargos sobre el combustible que se transmiten directamente al consumidor a través de alzas de precios (through-put charges), en las circunstancias descritas en este Artículo, excepto hasta donde dichos cargos estén basados en el costo real de proveer el servicio.

ARTICULO 10

Cargos al Usuario

(1) Los cargos al usuario impuestos por la autoridad competente a las líneas aéreas de la otra Parte deberán ser justos, razonables y no discriminatorios.

(2) Los cargos al usuario impuestos a las líneas aéreas de la otra Parte podrán reflejar, pero no exceder, una parte equitativa del costo total que representa para las autoridades impositivas competentes el proveer servicios e instalaciones de aeropuerto, de aeronavegación y de seguridad aérea. Las instalaciones y los servicios por los que se imponen estos derechos se proporcionarán en forma eficaz y económica. Se deberá avisar con la anticipación razonable sobre cualquier cambio que se proyecte efectuar en los cargos impuestos al usuario. Cada Parte promoverá la celebración de consultas entre las autoridades impositivas competentes de su territorio y las líneas aéreas que utilicen los servicios y las instalaciones, y alentará a las autoridades impositivas competentes y las líneas aéreas a intercambiar la información que sea necesaria para permitir un examen minucioso que determine si los cargos son razonables.

ARTICULO 11

Competencia Justa

(1) Cada Parte dará una oportunidad justa y equitativa a las líneas aéreas designadas de ambas Partes para que compitan en el transporte aéreo internacional a que se refiere el presente Acuerdo.

(2) Cada Parte tomará todas las medidas apropiadas dentro de su jurisdicción para eliminar todas las formas de discriminación y prácticas de competencia desleal que afecten adversamente la posición competitiva de las líneas aéreas de cualquiera de las dos Partes.

(3) Ninguna de las Partes limitará unilateralmente el volumen de tráfico, la frecuencia o regularidad del servicio, o el tipo o los tipos de aeronaves operadas por las líneas aéreas designadas de la otra parte, salvo en cuanto sea necesario por razones de aduanas, técnicas, operacionales o ambientales, conforme a condiciones uniformes compatibles con el Artículo 15 de la Convención.

(4) Ninguna de las Partes impondrá a las líneas aéreas designadas de la otra Parte un requisito en cuanto a derecho de prioridad, porcentaje de mercado que puede recibir, compensación por no presentar objeción, o cualquier otro requisito con respecto a la capacidad, frecuencia o tráfico que sea incompatible con los propósitos del presente Acuerdo.

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(5) Ninguna de las Partes exigirá a las líneas aéreas de la otra Parte la presentación de horarios, programas de vuelos de fletamento, o planes de operación para su aprobación, salvo cuando se requiera sobre una base no discriminatoria para hacer cumplir las condiciones uniformes previstas en el párrafo (3) del presente Artículo, o cuando se autorice específicamente en un Anexo al presente Acuerdo. Si una Parte exige la presentación para fines informativos, deberá reducir al mínimo los trámites administrativos de los requisitos y procedimientos de presentación que hayan de cumplir los intermediarios del transporte aéreo y las líneas aéreas designadas de la otra Parte.

ARTICULO 12

Fijación de Precios (Desaprobación mutua)

(1) Cada Parte permitirá a cada línea aérea designada fijar precios para el transporte aéreo, basados en consideraciones comerciales del mercado. La intervención de las Partes estará limitada a:

(a) impedir prácticas o precios discriminatorios o de carácter predatorio;

(b) proteger a los consumidores contra precios que sean indebidamente elevados o restrictivos a causa del abuso de una posición dominante; y

(c) proteger a las líneas aéreas contra precios que sean artificialmente bajos a causa de subvenciones o apoyo gubernamental directos o indirectos.

(2) Cada Parte podrá requerir la notificación o presentación a sus autoridades aeronáuticas de los precios propuestos por las líneas aéreas de la otra Parte para vuelos desde o hacia su territorio. La notificación o la presentación por las líneas aéreas de ambas Partes podrá ser requerida con no más de 60 días de antelación a la fecha de entrada en vigor de los precios. En casos individuales, podrá permitirse la notificación o la presentación en un plazo más corto que lo normalmente requerido. Ninguna Parte exigirá la notificación o el registro por las líneas aéreas de la otra Parte de precios cobrados por fletadores al público, por tráfico originado en el territorio de la otra Parte antedicha.

(3) Ninguna de las Partes emprenderá acción unilateral destinada a impedir la iniciación o continuación de cualquier precio propuesto o cobrado por a) una línea aérea de cualquiera de las Partes por el transporte aéreo internacional entre los territorios de las Partes; o b) una línea aérea de una Parte por el transporte aéreo internacional entre el territorio de la otra Parte y cualquier otro país, incluyendo en ambos casos el transporte sobre una base de interlíneas o intralínea. Si cualquiera de las Partes considera que un precio es incompatible con las consideraciones estipuladas en el párrafo 1) del presente Artículo, deberá solicitar consultas y notificar a la otra Parte las razones de su descontento tan pronto como sea posible. Dichas consultas se celebrarán a más tardar dentro de 30 días a partir de la fecha de recibo de la solicitud y las Partes cooperarán a fin de obtener la información necesaria para llegar a una resolución razonada de la cuestión. Si las Partes llegan a un acuerdo con respecto a un precio para el cual se dió una notificación de descontento, cada Parte hará sus mejores esfuerzos para poner en vigor dicho acuerdo. En defecto de un acuerdo mutuo, tal precio entrará en vigor o seguirá en vigor.

(4) No obstante lo estipulado en el párrafo (3) de este Artículo, cada Parte permitirá a) a cualquier línea aérea de cada Parte o a cualquier línea aérea de un tercer país igualar su precio a otro más bajo a más competitivo propuesto o cobrado por cualquier otra línea aérea o fletador por el transporte aéreo internacional entre los territorios de las Partes, y b) a cualquier línea aérea

de una Parte a igualar su precio a otro más bajo o más competitivo propuesto o cobrado por cualquier otra línea aérea o fletador por el transporte aéreo internacional entre el territorio de la otra Parte y un tercer país. Según se usa aquí, el término "igualar" significa el derecho de establecer oportunamente, usando los procedimientos expeditivos que sean necesarios, un precio idéntico o similar en base directa, interlíneas o intralínea, no obstante las diferencias en condiciones relativas a rutas, requerimientos de viaje de ida y vuelta; conexiones, tipo de servicio o de aeronave, o dicho precio mediante una combinación de precios.

ARTICULO 13

Consultas

Cualquiera de las Partes podrá, en cualquier momento, solicitar consultas relacionadas con este Acuerdo. Dichas consultas comenzarán en la fecha más inmediata posible, pero a más tardar dentro de 60 días a partir de la fecha en que la otra Parte reciba la solicitud, a menos que se acuerde de otra manera. Cada Parte preparará y presentará, durante dichas consultas pruebas pertinentes en apoyo de sus posiciones a fin de facilitar la adopción de decisiones bien informadas, racionales y económicas. Si hubieren modificaciones o revisiones de este Acuerdo o de sus Anexos como resultado de dichas consultas, éstas serán confirmadas por nota diplomática.

ARTICULO 14

Solución de Controversias

(1) Cualquier controversia que surgiere acerca de este Acuerdo y que no se resolviere en una primera rueda de consultas oficiales, excepto aquellas que surgieren con respecto al párrafo 3 del Artículo 12 (Fijación de precios), podrá someterse, por acuerdo de las Partes, a la decisión de alguna persona o entidad. Si las Partes no acuerdan este procedimiento, la controversia, a petición de cualquiera de las Partes, se someterá al arbitraje de conformidad con los procedimientos estipulados a continuación:

(2) El arbitraje estará a cargo de un tribunal de tres árbitros, que se constituirá de la manera siguiente:

(a) dentro de 30 días, después de haber recibido la solicitud de arbitraje, cada Parte nombrará un árbitro. Dentro de 60 días después de haber sido nombrados, estos dos árbitros, de común acuerdo, nombrarán un tercer árbitro y éste actuará como presidente del tribunal de arbitraje;

(b) si cualquiera de las Partes no nombrare un árbitro, o si el tercero no fuere nombrado de acuerdo con la sección a) de este párrafo, cualquiera de las Partes podrá pedir al presidente de la Corte Internacional de Justicia que nombre al árbitro o árbitros necesarios en un plazo de 30 días. Si el presidente fuere de la misma nacionalidad que una de las Partes, el vicepresidente más antiguo que no estuviere descalificado por ese motivo, hará el nombramiento.

(3) Salvo que se acuerde lo contrario, el tribunal de arbitraje establecerá los límites de su jurisdicción de conformidad con este Acuerdo y establecerá su propio procedimiento. A iniciativa del tribunal o a solicitud de cualquiera de las Partes, se celebrará una reunión para determinar las cuestiones precisas que serán arbitradas y los procedimientos específicos que seguirán a más tardar 15 días después de que el tribunal esté plenamente constituido.

(4) Salvo acuerdo en contrario, cada Parte someterá un memorandum dentro de los 45 días a partir de la fecha en que se constituya plenamente el tribunal. Las respuestas deberán presentarse dentro de 60 días después de la fecha de presentación del memorandum. El tribunal celebrará una audiencia a solicitud de cualquiera de las Partes o a su discreción, dentro de un plazo de 15 días después de la fecha de presentación de las respuestas.

(5) El tribunal tratará de rendir una decisión escrita dentro del plazo de los 30 días después de finalizar la audiencia, o, si no se celebrare la audiencia, después de la fecha en que se sometieren ambas respuestas, cualquiera que fuere antes. La decisión de la mayoria del tribunal prevalecerá.

(6) Las Partes podrán someter solicitudes de aclaración de la decisión dentro de un plazo de 15 días después de su notificación; cualquier aclaración que se diere será emitida dentro de los 15 días después de la fecha de dicha solicitud.

(7) Cada Parte, conforme a su ley nacional, dará pleno efecto a cualquier decisión o laudo del tribunal de arbitraje.

(8) Los gastos del tribunal de arbitraje, incluyendo los honorarios y gastos de los árbitros, serán compartidos por partes iguales por las Partes, Cualesquiera gastos en que incurriere el Presidente de la Corte Internacional de Justicia en relación con los procedimientos del párrafo (2)(b) de este artículo, se considerarán como parte de los gastos del tribunal de arbitraje.

ARTICULO 15

Terminación

Si cualquiera de las Partes decidiere dar por terminado este Acuerdo en cualquier momento, dará aviso por escrito de su decisión a la otra Parte por la vía diplomática. Dicho aviso será enviado simultaneamente a la Organización de la Aviación Civil Internacional. Este Acuerdo terminará a la media noche, en el lugar en que se recibiere el aviso de la otra Parte, inmediatamente antes del primer aniversario de la fecha de recibo del aviso por la otra Parte, a menos que el aviso fuere retirado por mutuo acuerdo, antes del final del plazo.

ARTICULO 16

Convenio Multilateral

Si un Convenio Multilateral, aceptado por ambas Partes, que concierne a cualquier asunto a que se refiera el presente Acuerdo entrara en vigencia, este Acuerdo será modificado para ajustarse a las disposiciones del Convenio Multilateral.

ARTICULO 17

Registro en la OACI

Este Acuerdo y todas las modificaciones al mismo serán depositados en la Organización de Aviación Civil Internacional.

ARTICULO 18

Vigencia

Este Acuerdo entrará en vigor al recibirse la notificación del gobierno de la República de El Salvador que su proceso de ratificación ha sido terminado.

En fe de lo cual, los abajo firmantes, estando debidamente autorizados por sus respectivos gobiernos, han firmado este Acuerdo.

Hecho en duplicado en los idiomas inglés y español, siendo ambos textos válidos, a los dos días de abril de mil novecientos ochenta y dos, en Washington, D.C.

Por el Gobierno de la
República de El Salvador

Por el Gobierno de los
Estados Unidos de América

ANEXO I

Servicio Aéreo Regular

SECCION 1

Las líneas aérea de una Parte que han sido designadas para llevar a cabo transporte aéreo conforme al presente Anexo, de conformidad con las condiciones de su designación, tendrán derecho a dedicarse al transporte aéreo internacional 1) entre puntos de las siguientes rutas, y 2) entre puntos de dichas rutas y puntos en terceros países, a través de puntos situados en el territorio de la Parte que haya designado a la línea aérea.

A. Rutas para la línea aérea o las líneas aéreas designadas por el Gobierno de los Estados Unidos:

De los Estados Unidos y sus territorios vía puntos intermedios hasta puntos en El Salvador y más allá a puntos fuera de El Salvador.

B. Rutas para la línea aérea o las líneas aéreas designadas por el Gobierno de El Salvador:

1. De El Salvador vía la Ciudad de Guatemala, Guatemala, San Pedro Sula, Honduras, y Belize City, Belize, hasta Miami. 1/

1/ El punto intermedio de la Ciudad de Guatemala, Guatemala puede ser incluido en esta ruta solamente para transporte aéreo extranjero de carga y correo.

2. De El Salvador vía la Ciudad de Guatemala, Guatemala, San Pedro Sula, Honduras, y Belize City, Belize, hasta los puntos coterminales de Houston y Nueva Orleans.

3. De El Salvador hasta los puntos coterminales de Los Angeles y San Francisco.

SECCION 2

Cada línea aérea designada puede a su opción, en cualquiera o todos los vuelos, operarlos en cualquiera o ambas direcciones, y sin limitaciones de dirección o geográficas, servir escalas en la ruta en cualquier orden, y suprimir escalas en cualquier punto o puntos fuera del territorio de la Parte que ha designado esa línea aérea, sin perder ningún derecho de transportar tráfico autorizado en virtud del presente Acuerdo.

SECCION 3

En cualquier tramo o tramos internacionales, en las rutas descritas en la Sección 1 anterior, una línea aérea designada puede proveer transporte aéreo internacional sin limitación alguna para cambiar, en cualquier punto de la ruta el número de vuelo y tipo de aeronave operada siempre que en la dirección de salida, el transporte más allá de dicho punto sea una continuación del transporte desde el territorio de la Parte que haya designado a la línea aérea y, en la dirección de entrada, el transporte al territorio de la Parte que haya designado a la línea aérea sea una continuación del transporte más allá de dicho punto.

ANEXO II

Servicios aéreos de fletamento

Sección 1

Las líneas aéreas de una Parte que han sido designadas para llevar a cabo transporte aéreo conforme a este Anexo, de conformidad con las condiciones de su designación, tendrán derecho a dedicarse al transporte aéreo internacional hasta, desde y a través de cualquier punto o puntos situados en el territorio de la otra Parte, ya sea directamente o con escalas en ruta, para viajes en una sola dirección o de ida y vuelta del siguiente tráfico:

(a) cualquier tráfico hasta o desde un punto o puntos situados en el territorio de la Parte que haya designado a la línea aérea;

(b) cualquier tráfico hasta o desde un punto o puntos más allá del territorio de la Parte que haya designado a la línea aérea, transportado entre el territorio de dicha Parte y los mencionados punto o puntos más allá (1) en transporte distinto del estipulado en este Anexo; o (2) en el transporte estipulado en este Anexo, con una escala de al menos dos noches consecutivas en el territorio de dicha Parte.

Sección 2

Con respecto al tráfico que se origine en el territorio de cualquiera de las Partes, cada una de las líneas aéreas que realice

el transporte aéreo conforme a este Anexo cumplirá con las leyes, reglamentos y reglas de la Parte en cuyo territorio se origine el tráfico, bien sea sobre la base de vuelos en una sola dirección o de ida y vuelta, según que dicha Parte ahora o más adelante especifique que se apliquen a tal transporte. Además, las líneas aéreas designadas de una Parte podrán también operar vuelos fletados con tráfico que se origine en el territorio de la otra Parte en cumplimiento de las leyes, reglamentos y reglas de la primera Parte. Cuando dichos reglamentos o reglas de una Parte impongan términos, condicions o limitaciones más restrictivas a una o más de sus líneas aéreas, las líneas aéreas designadas de la otra Parte estarán sujetas a los menos restrictivos de tales términos, condiciones o limitaciones. Además, si las autoridades aeronáuticas de cualquiera de las Partes promulgan reglamentos o reglas que impongan diferentes condiciones a distintos países, cada Parte impondrá el reglamento o la regla menos restrictivos a las líneas aéreas designadas de la otra Parte.

Sección 3

Ninguna de las Partes exigirá a una línea aérea designada de la otra Parte, con respecto al transporte de tráfico desde el territorio de esa otra Parte sobre la base de vuelos de una sola dirección o de ida y vuelta, a presentar más de una declaración de conformidad con las leyes, reglamentos y reglas de dicha otra Parte a los que se hace mención en la sección 2 de este Anexo, o de una exención de dichos reglamentos o reglas concedida por las autoridades aeronáuticas de dicha otra Parte.

[EXCHANGE OF LETTERS]

April 2, 1982

Dear Mr. Enders:

With regard to the Air Transport Agreement signed this date between the Republic of El Salvador and the United States of America, I wish to note that the Government of El Salvador reserves the right to apply for authorization for intermediate rights via Guatemala City, Guatemala, on El Salvador Route 3 of Annex I of the Agreement.

Sincerely,

Dr. Ernesto Rivas-Gallont
Ambassador
The Republic of El Salvador

The Honorable
Thomas O. Enders,
Assistant Secretary,
Bureau of Inter-American Affairs,
Department of State,
Washington, D.C.

April 2, 1982

Dear Mr. Ambassador:

I refer to your letter of this date concerning the Air Transport Agreement between the United States of America and the Republic of El Salvador. I hereby acknowledge that the Government of El Salvador reserves the right to apply for authorization for intermediate rights via Guatemala City, Guatemala, on El Salvador Route 3 of Annex I of the Agreement.

Sincerely,

Thomas O. Enders
Assistant Secretary
Bureau of Inter-American Affairs
Department of State

His Excellency
Dr. Ernesto Rivas-Gallont,
Ambassador,
Embassy of El Salvador,
Washington, D.C.

LEBANON

Aviation: Transport Services

Agreement effected by exchange of notes
Dated at Washington December 22, 1982;
Entered into force December 22, 1982.

The Department of State to the Lebanese Embassy

The Department of State acknowledges receipt of a diplomatic note from the Embassy of Lebanon dated November 23, 1982, [1] concerning the application of the Lebanese airline, Middle East Airlines (MEA), for a Foreign Air Carrier Permit and related Exemption to provide a limited air service between Beirut and New York. The Department further refers to the Air Transport Agreement between the Government of the United States of America and the Government of Lebanon signed at Beirut, September 1, 1972. [2]

In order to encourage a rapid resumption of air service between the United States and Lebanon, the Department of State proposes that our two governments approve the following:

1) The pending Middle East Airlines request for an exemption to operate a Beirut-Paris-New York route without traffic rights between New York and Paris; and

2) All requests by United States airlines to provide combination or all-cargo services from points in the United States via intermediate points to Beirut and beyond with full traffic rights between Beirut and intermediate points. However, no individual United States airline may operate combination services to more than two of the following four intermediate points concurrently: Paris, Rome, London and Frankfurt.

If these understandings are acceptable to the Government of Lebanon, the Department of State proposes that this note and the reply of the Embassy constitute an agreement to approve the commercial air services mentioned above. Such agreement shall enter into force on the date of your reply.

DEPARTMENT OF STATE,
Washington,
December 22, 1982.

[1] Not printed.
[2] TIAS 7546; 24 UST 245.

The Lebanese Embassy to the Department of State

No. 2036

EMBASSY OF LEBANON
WASHINGTON

The Embassy of Lebanon has the honour to acknowledge receipt of the Department of State's note of December 22, 1982, the text of which is as follows:

"The Department of State acknowledges receipt of a diplomatic note from the Embassy of Lebanon dated November 23, 1982, concerning the application of the Lebanese airline, Middle East Airlines (MEA), for a Foreign Air Carrier Permit and related Exemption to provide a limited air service between Beirut and New York. The Department further refers to the Air Transport Agreement between the Government of the United States of America and the Government of Lebanon signed at Beirut, September 1, 1972.

"In order to encourage a rapid resumption of air service between the United States and Lebanon, the Department of State proposes that our two governments approve the following:

1) The pending Middle East Airlines request for an exemption to operate a Beirut-Paris-New York route without traffic rights between New York and Paris; and

2) All requests by United States airlines to provide combination or all-cargo services from points in the United States via intermediate points to Beirut and beyond with

full traffic rights between Beirut and intermediate points. However, no individual United States airline may operate combination services to more than two of the following four intermediate points concurrently: Paris, Rome, London and Frankfurt.

"If these understandings are acceptable to the Government of Lebanon, the Department of State proposes that this note and the reply of the Embassy constitute an agreement to approve the commercial air services mentioned above. Such agreement shall enter into force on the date of your reply.

Department of State,
Washington "

The Embassy has the further honour to confirm that the government of Lebanon accepts this proposal and agrees that your note and this note in reply shall constitute an agreement between our respective governments which shall enter into force upon the date of this note.

Washington, DC
December 22, 1982

[1]

[1] Kahilil Itani.

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